

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DANIEL JACKSON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

DANIEL JACKSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred fifty dollars (\$950.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 315, 5600-52 Avenue, Yellowknife, NT shall be terminated on June 30, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DANIEL JACKSON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DANIEL JACKSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Daniel Jackson, respondent

Date of Decision: June 10, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement on June 30, 2003 unless the arrears were paid in full.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$950. The respondent did not dispute the allegations and indicated that he would pay the rent promptly.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$950. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid by June 30, 2003.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$950 and terminating the tenancy agreement between the parties on June 30, 2003 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer