

IN THE MATTER between **401708 ALBERTA INC. O/A RANGE LAKE MANORS**, Applicant, and **MARY MACDONALD**, 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:

**401708 ALBERTA INC. O/A RANGE LAKE MANORS**

Applicant/Landlord

- and -

**MARY MACDONALD**

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 seven thousand four hundred thirty five dollars (\$7435.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Suite 103, 492 Range Lake Road, Yellowknife, NT shall be terminated on July 18, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July, 2003.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**MARY MACDONALD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 8, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Dennis LePage, representing the applicant

**Date of Decision:** July 8, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on June 30, 2003 but failed to appear at the hearing. The hearing was held in her absence.

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 between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at May 1, 2003 in the amount of \$6505. The applicant testified that since that time, the June rent had come due in the amount of \$930 and no payments of rent had been received, bringing the balance owing to \$7435. The applicant indicated that he sought no payment for July rent.

The applicant served a notice of early termination on the respondent on May 6, 2003 seeking vacant possession on May 17, 2003. The applicant stated that the respondent was still in possession but appeared to be in the process of moving out.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$7435. In my opinion, there are sufficient grounds to terminate the tenancy agreement, notwithstanding the indication that the tenant may be in the process of vacating the premises.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$7435 and terminating the tenancy agreement on July 18, 2003.

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Hal Logsdon  
Rental Officer