

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CAROL ROSE CARLSON AND DANIEL CARLSON**, Respondents;

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 -

CAROL ROSE CARLSON AND DANIEL CARLSON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred fifteen dollars (\$815.00).
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 111, 42 Con Road, Yellowknife, NT shall be terminated on July 31, 2003 and the respondents 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 10th day of July, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

CAROL ROSE CARLSON AND DANIEL CARLSON

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 8, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Trena Scott, representing the applicant Carol Rose Carlson, respondent Daniel Carlson, respondent
<u>Date of Decision:</u>	July 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless those arrears were paid by July 31, 2003.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$815.

The respondents did not dispute the allegations and indicated that the rent would be paid prior to the end of the month.

I find the respondents breached their obligation to pay rent and find the rent arrears to be \$815. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$815 and terminating the tenancy agreement between the parties on July 31, 2003 unless those arrears are paid in full.

Hal Logsdon
Rental Officer