

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ELSIE OVILOK**, 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 -

ELSIE OVILOK

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 one thousand two hundred sixty five dollars and fourteen cents (\$1265.14).
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 312, 42 Con Road, Yellowknife, NT shall be terminated on August 29, 2003 and the respondent shall vacate the rental premises on that day, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ELSIE OVILOK**, 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-

ELSIE OVILOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Elsie Ovilok, respondent

Date of Decision: August 12, 2003

REASONS FOR DECISION

The applicant alleged that the respondent has 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 in evidence which indicated a balance of rent owing in the amount of \$1265.14.

The respondent did not dispute the allegations.

A previous order was filed on June 12, 2003 (File #10-7440) requiring the respondent to pay rent arrears and terminating the tenancy agreement on June 30, 2003 unless the arrears were paid in full. The ledger indicates that on June 30, 2003 the respondent's rent account was in arrears in the amount of \$10. The applicant stated that since the arrears were substantially paid they did not proceed to seek possession. The applicant stated that they were willing to permit the tenancy to continue provided the rent arrears were paid by the end of August, 2003.

I find the respondent breached her obligation to pay the lawful rent to the landlord and find the rent arrears to be \$1265.14. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1265.14 and terminating the tenancy agreement between the parties on August 29, 2003 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer