

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **KEVIN SANDERMAN**, 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 -

KEVIN SANDERMAN

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 five hundred forty three dollars (\$1543.00).
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 402, 5600 52nd Avenue, Yellowknife, NT shall be terminated on October 15, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for October, 2003 in

the total amount of two thousand five hundred thirty eight dollars (\$2538.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of September, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

KEVIN SANDERMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 24, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Kevin Sanderman, respondent

Date of Decision: September 24, 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 unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1543. The respondent did not dispute the allegations but stated that he was currently unemployed and had been unable to apply for Employment Insurance because his identification had been taken by the police.

The rent for the premises is \$995/month. The current rent arrears exceeds the security deposit held by the applicant.

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 \$1543. In my opinion, there are sufficient grounds to terminate the tenancy unless the rent arrears are promptly paid.

An order shall be issued requiring the respondent to pay the current rent arrears of \$995 and terminating the tenancy agreement on October 15, 2003 unless the current rent arrears of \$1543 and the October, 2003 rent of \$995 are paid in full.

Hal Logsdon
Rental Officer