

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MATTHEW KOTCHILLY**, 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 -

MATTHEW KOTCHILLY

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 three hundred twenty eight dollars (\$1328.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 313, 42 Con Road, Yellowknife, NT shall be terminated on October 31, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of October, 2003.

Hal Logsdon
Rental Officer

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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-

MATTHEW KOTCHILLY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Matthew Kotchilly, respondent

Date of Decision: October 14, 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 unless the alleged arrears were promptly paid. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1628. The applicant testified that a payment of \$300 had been made immediately prior to the hearing bringing the balance owing to \$1328.

The respondent did not dispute the allegations and stated that he could pay the rent promptly.

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 \$1328. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1328 and terminating the tenancy agreement on October 31, 2003 unless that amount is paid in full. The order shall also require the respondent to pay future rent on time should the tenancy agreement continue.

Hal Logsdon
Rental Officer