

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAWN LEIGH**, 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 -

DAWN LEIGH

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 ninety five dollars (\$1095.00).
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 210, 5600-52 Avenue, Yellowknife, NT shall be terminated on December 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 9th day of December, 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");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DAWN LEIGH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 9, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant

Date of Decision: December 9, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 1, 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 the full amount of the rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by December 31, 2003.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1095. The applicant testified that the tenant normally paid her rent with monies received through income support program but had failed to pay the rent for the month of November, 2003. He stated that he had received rent for all other months including December, 2003. There is no evidence to suggest any administrative error by the income support program.

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 \$1095. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1095 and terminating the tenancy agreement on December 31, 2003 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer