

IN THE MATTER between **MARIE-ANICK ELIE**, Applicant, and **GREG PRUDEN AND HELEN PRUDEN**, 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:

MARIE-ANICK ELIE

Applicant/Landlord

- and -

GREG PRUDEN AND HELEN PRUDEN

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 one thousand seven hundred dollars (\$1700.00).
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 64 Alder Drive, Inuvik, NT shall be terminated on April 10, 2003 and the respondents shall vacate the premises on that date, unless the rent arrears and rent for April in the total amount of three thousand one hundred dollars (\$3100.00) is paid to the applicant.

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

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of April, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **MARIE-ANICK ELIE**, Applicant, and **GREG PRUDEN AND HELEN PRUDEN**, Respondents.

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BETWEEN:

MARIE-ANICK ELIE

Applicant/Landlord

-and-

GREG PRUDEN AND HELEN PRUDEN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 28, 2003
<u>Place of the Hearing:</u>	Inuvik, NT via videoconference
<u>Appearances at Hearing:</u>	Marie-Anick Elie, applicant Greg Pruden, respondent
<u>Date of Decision:</u>	March 28, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant testified that the rent for the premises was \$1400/month and that only \$2500 had been paid since January 1, 2003 bringing the total amount of arrears owing to \$1700. She also testified that the rent had never been paid on or before the first day of the month which was an obligation of the tenant pursuant to the written tenancy agreement between the parties. The applicant provided copies of rent receipts and the tenancy agreement in evidence.

The respondent did not dispute the allegations and indicated that he would be able to pay the arrears and the April rent early in April. The applicant indicated that she would be willing to permit the tenancy to continue if the arrears and April rent were promptly paid and rent was paid on time in the future.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1700. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and April rent are promptly paid.

An order shall be issued requiring the respondents to pay the rent arrears of \$1700 and terminating the tenancy agreement on April 10, 2003 unless those arrears and the April, 2003

rent are paid in full. The order shall also require the respondents to pay future rent on time.

Hal Logsdon
Rental Officer