

IN THE MATTER between **DAVID ALDERDICE**, Applicant, and **JUNE POPE**,  
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 **NORMAN WELLS, NT**.

BETWEEN:

**DAVID ALDERDICE**

Applicant/Landlord

- and -

**JUNE POPE**

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 nine hundred eighty seven dollars (\$987.00).
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 16 Ptarmigan Avenue, Norman Wells, NT shall be terminated on January 31, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for January, 2004 in the total amount of two thousand eighty seven dollars (\$2087.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of  
December, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **DAVID ALDERDICE**, Applicant, and **JUNE POPE**,  
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:

**DAVID ALDERDICE**

Applicant/Landlord

-and-

**JUNE POPE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 16, 2003</b>
<b><u>Place of the Hearing:</u></b>	<b>Norman Wells, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>David Alderdice, applicant June Pope, respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 16, 2003</b>

**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 termination of the tenancy agreement. The applicant also alleged that the respondent had failed to pay for utilities in accordance with the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$987. The applicant also provided a statement of the utility account from the Town of Norman Wells which indicated a balance owing in the amount of \$915.86.

The applicant indicated that he had made an arrangement with the respondent to continue the tenancy provided the rent was paid in full by January 31, 2004. He requested that an order reflect that agreement. The rent for the premises is \$1100/month.

The respondent indicated that she had made a payment on the utility account and did not dispute the rent arrears. She indicated she would be able to pay the rent arrears by January 31, 2004.

A previous order was filed on August 18, 2003 requiring the respondent to pay rent arrears in two installments. Although the schedule for payment of the installments was breached, the arrears were paid. The current arrears reflect arrears of December, 2003 rent. That order also required the respondent to comply with her obligation to pay for utilities. That order was breached.

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 \$987. In my opinion, there are sufficient grounds to terminate the tenancy agreement on January 31, 2004 unless the rent arrears and the January, 2004 rent are paid in full. That amount is \$2087. The previous order requiring the respondent to comply with her obligations to pay utilities is still in effect.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$987 and terminating the tenancy agreement on January 31, 2004 unless the arrears and the rent for January, 2004 in the total amount of \$2087 are paid in full.

---

Hal Logsdon  
Rental Officer