

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and **LISA CLAYTON**, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

- and -

LISA CLAYTON

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 four thousand two hundred thirty nine dollars (\$4239.00).
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 906, 4503-52 Avenue, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the amount of four thousand eight hundred thirty six dollars (\$4836.00) is paid

in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January,
2004.

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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

-and-

LISA CLAYTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lindsay Henderson, representing the applicant

Date of Decision: January 13, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 22, 2004 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 rent and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit and terminating the tenancy agreement.

The applicant provided a statement which indicated rent arrears as at December 3, 2003 in the amount of \$2842 and an outstanding security deposit in the amount of \$597. The applicant testified that since the application was filed on December 16, 2003 the January rent of \$1397 had come due and no payments or rent or security deposit had been made, bringing the balance of rent arrears to \$4239.

The tenancy agreement between the parties commenced on July 1, 2003, making the security deposit due in full.

I find the respondent in breach of her obligations to pay rent and the required security deposit. I find the rent arrears to be \$4239 and the outstanding portion of the security deposit to be \$597. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears of \$4239 and terminating the tenancy agreement on January 30, 2004 unless the rent arrears and the security deposit in the amount of \$4836 are paid in full.

Hal Logsdon
Rental Officer