

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MIKE MODESTE**, 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 -

MIKE MODESTE

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 six hundred seventy five dollars (\$675.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the security deposit in the amount of five hundred eighty seven dollars and fifty cents (\$587.50).
3. 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 411, 5600-52 Avenue, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent

shall vacate the premises on that day, unless the rent arrears in the amount of six hundred seventy five dollars (\$675.00) is paid in full.

4. 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 14th day of January, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MIKE MODESTE**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

MIKE MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Mike Modeste, respondent

Date of Decision: January 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by 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 the remainder of the security deposit and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$675 and a balance of security deposit owing in the amount of \$587.50. The tenancy agreement commenced on June 1, 2003.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears by January 30, 2004. The applicant agreed to the continuation of the tenancy agreement if the rent arrears were paid by that date.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the remainder of the required security deposit which is due three months after the commencement of the tenancy agreement. I find the rent arrears to be \$675 and the balance of the security deposit owing to be \$587.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears and security deposit and terminating the tenancy agreement on January 30, 2004 unless the rent arrears of \$675 are paid in full.

Hal Logsdon
Rental Officer