

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CAROL CARLSON AND DANIEL CARLSON**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**CAROL CARLSON AND DANIEL CARLSON**

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 nine hundred thirty dollars (\$1930.00).
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 111, 42 Con Road, Yellowknife, NT shall be terminated on January 30, 2004 and the respondents shall vacate the premises on that day, unless the respondents make payments of at least one thousand two hundred forty two dollars (\$1242.00).

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

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**CAROL CARLSON AND DANIEL CARLSON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 13, 2004

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Talib Rasheed, representing the applicant  
Carol Carlson, respondent

**Date of Decision:** January 13, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears 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 \$1930.

The respondent did not dispute the allegations and provided a statement of the current financial situation. The respondent stated that they would be able to pay \$1900 by the end of January, 2004. The applicant stated that he would be willing to permit the tenancy agreement to continue if payments of at least \$1242 were received on or before January 30, 2004.

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 \$1930. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant's proposal to pay \$1242 by the end of January, 2004 is reasonable.

An order shall issue requiring the respondents to pay the rent arrears and terminating the tenancy agreement on January 30, 2004 unless payments of no less than \$1242 are received by that date.

The order shall also require the respondents to pay future rent on time.

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Hal Logsdon  
Rental Officer