

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BETTY CHINNA**, 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 -

BETTY CHINNA

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 one thousand eight hundred sixty four dollars and twenty five cents (\$1864.25).
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 209, 48 Con Road, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that day, unless the rent arrears are paid in full.

3. 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 **BETTY CHINNA**, 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-

BETTY CHINNA

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
Betty Chinna, 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 sought an order requiring the respondent 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 \$1864.25.

The respondent did not dispute the allegations but stated that she was owed several employment insurance payments which had been sent and lost in the mail. She produced a letter confirming that three payments would be reissued and mailed to her within 48 hours. The respondent indicated that the payments would enable her to pay the balance of the arrears.

The applicant stated that he would be willing to permit the tenancy to continue if the arrears were paid by January 30, 2004.

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 \$1864.25. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears and terminating the tenancy

agreement on January 30, 2004 unless the rent arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer