

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MARTHA LANDRY AND CRAIG STROMBERG**, 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 -

**MARTHA LANDRY AND CRAIG STROMBERG**

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 five hundred ninety five dollars (\$595.00).
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 412, 48 Con Road, Yellowknife, NT shall be terminated on April 30, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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 April, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MARTHA LANDRY AND CRAIG STROMBERG**, 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.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**MARTHA LANDRY AND CRAIG STROMBERG**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Craig Stromberg, respondent  
Martha Landry, respondent

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

**REASONS FOR DECISION**

Mr. Stromberg's last name was mis-spelled on the application. The style of cause of the order shall be amended to reflect the proper spelling of his name.

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 respondent to pay the alleged rent arrears and termination of the tenancy agreement unless the rent is paid by month-end.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$595.

The respondent did not dispute the allegations but stated that the former property manager permitted them to pay the monthly rent in two installments. The written tenancy agreement between the parties requires that the rent be paid in advance on the first day of each month. If the parties agree to an alternate arrangement for rent payment, they should amend the tenancy agreement accordingly.

I find the statement in order and find rent arrears in the amount of \$595. 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 rent arrears in the amount of \$595 and terminating the tenancy agreement on April 30, 2004 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer