

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STEPHEN EVANS AND VALERIE FRANCIS**, 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 -

STEPHEN EVANS AND VALERIE FRANCIS

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 four hundred fifty dollars (\$1450.00).
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 415, 5600 52nd Avenue, Yellowknife, NT shall be terminated on May 31, 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 5th day of May, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STEPHEN EVANS AND VALERIE FRANCIS**, 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-

STEPHEN EVANS AND VALERIE FRANCIS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 4, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Stephen Evans, respondent
Valerie Francis, respondent

Date of Decision: May 4, 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 unless the rent was paid in full by May 31, 2004.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1450.

The respondents did not dispute the allegations.

I find the statement in order and the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1450. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by month-end.

An order shall issue requiring the respondents to pay the rent arrears of \$1450 and terminating the tenancy agreement on May 31, 2004 unless the arrears are paid in full. The order shall also require the respondents to pay future rent on time.

Hal Logsdon
Rental Officer