

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **REBECCA BECK**, 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 -

REBECCA BECK

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 nine hundred four dollars and ten cents (\$1904.10).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 102, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **REBECCA BECK**, 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-

REBECCA BECK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 25, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant (by telephone)
Rebecca Beck, respondent (by telephone)

Date of Decision: May 25, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by May 31, 2004.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1904.10.

The respondent disputed the alleged rent amount owing stating that the manager charged other items to the rent account. The respondent also stated that she had been employed by the applicant and alleged that she had not received the full amount of pay owing to her. The respondent indicated that she intended to vacate the premises on May 31, 2004 and consented to an order terminating the tenancy on that date.

The statement of rent indicates only charges of the monthly rent, except for one NSF cheque charge in April, 2004. There is no evidence whatsoever that the landlord has charged anything but the lawful rent and the single NSF charge to the tenant's account. Non-payment of rent is not a remedy for the landlord's failure to provide pay and a rental officer has no jurisdiction to determine such matters.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$1904.10. The parties consented to an order terminating the tenancy agreement on May 31, 2004.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1904.10 and terminating the tenancy agreement on May 31, 2004.

Hal Logsdon
Rental Officer