

IN THE MATTER between **MATONABEE MANAGEMENT**, Applicant, and  
**LORRAINE BAYHA**, 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:

**MATONABEE MANAGEMENT**

Applicant/Landlord

- and -

**LORRAINE BAYHA**

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 two thousand two hundred dollars (\$2200.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 304, 5215-51 Street shall be terminated on June 30, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,  
2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MATONABEE MANAGEMENT**, Applicant, and  
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**MATONABEE MANAGEMENT**

Applicant/Landlord

-and-

**LORRAINE BAYHA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 8, 2004

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

**Appearances at Hearing:** Darrell Vikse, representing the applicant

**Date of Decision:** June 8, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on May 28, 2004 but failed to appear at the hearing. The hearing was held in her absence.

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. The applicant provided a statement of the rent with the application which indicated a zero balance as at April 30, 2004. The applicant testified that since the application was filed the rent for May and the rent for June had come due and no payments of rent had been received. The applicant testified that the rent for the premises was \$1100/month, bringing the balance of rent arrears to \$2200. The applicant also testified that the provider of electricity had advised him that the electrical service would be discontinued due to non-payment of the account.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2200. A previous order was issued on September 29, 2003, requiring the respondent to pay rent on time. The statement indicates that the rent has frequently been paid late. The tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of each month. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2200 and terminating the tenancy agreement on June 30, 2004. The respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer