

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DANIEL CARLSON AND CAROL CARLSON**, 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 -

DANIEL CARLSON AND CAROL CARLSON

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 three hundred seventy dollars and eighty six cents (\$1370.86).
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 S-111, 48 Con Road, Yellowknife, NT shall be terminated on August 31, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of August, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DANIEL CARLSON AND CAROL CARLSON**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DANIEL CARLSON AND CAROL CARLSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 10, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Anisa Bhambhani, representing the applicant
Carol Carlson, respondent

Date of Decision: August 10, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1370.86.

The respondent did not dispute the amount owing but indicated that the landlord had agreed with her that the rent could be paid by the end of each month. The applicant stated that they would be satisfied to have the rent paid in two installments during each month, one at the beginning of the month and the balance at the end of the month. She also noted that the full rent had not been paid at the end July, 2004.

The tenancy agreement between the parties is in writing and obligates the tenants to pay rent in advance on the first day of each month. Two previous orders have issued requiring the respondents to pay rent and terminating the tenancy agreement unless the arrears are paid.

Perhaps if the parties could mutually agree on a monthly rent payment schedule and the respondents could pay their rent in accordance with that schedule, these orders would not be necessary. I urge the parties to discuss such an agreement and amend the tenancy agreement accordingly.

I find the respondents in breach of their obligation to pay rent in accordance with the written tenancy agreement. I find the rent arrears to be \$1370.86. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full on or before August 31, 2004.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1370.86 and terminating the tenancy agreement on August 31, 2004 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer