

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STEVEN NORN**, 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 -

STEVEN NORN

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 two hundred seventy five dollars (\$1275.00).
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 Suite 407, 5600 - 52 Avenue, Yellowknife, NT shall be terminated on September 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the total amount of one thousand five hundred sixty five dollars (\$1565.00) is paid in

full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of
September, 2004.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

STEVEN NORN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 21, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Anisa Bhambhani, representing the applicant
Steven Norn, respondent

Date of Decision: September 21, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding deposit and terminating the tenancy agreement unless the amounts were paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1275. The applicant testified that of the \$995 required as a security deposit, the respondent had paid only \$705, leaving a balance owing of \$290. A copy of the written tenancy agreement was submitted in evidence which indicated a required deposit of \$995 and a commencement date of March 1, 2004.

The respondent did not dispute the allegations and stated that he had given written notice to terminate the tenancy agreement on September 30, 2004.

I find the respondent in breach of his obligation to pay rent and to provide the required security deposit. I find the rent arrears to be \$1275 and the outstanding portion of the deposit to be \$290. Notwithstanding the respondent's notice to terminate, in my opinion, there are sufficient grounds to terminate the tenancy agreement by order unless these amounts are paid in full.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$1275 and

terminating the tenancy agreement on September 30, 2004 unless the arrears and the remainder of the security deposit in the total amount of \$1565 are paid in full.

Hal Logsdon
Rental Officer