

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **AARON MACKAY**, 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 -

**AARON MACKAY**

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 nine hundred twenty five dollars (\$2925.00).
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 301, 48 Con Road, Yellowknife, NT shall be terminated on November 30, 2004 and the respondent 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of November, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**AARON MACKAY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 2, 2004

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

**Appearances at Hearing:** David Beckwith, representing the applicant  
Aaron Mackay, respondent

**Date of Decision:** November 2, 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. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2925. The ledger indicated that the account had been in arrears since April 1, 2004.

The respondent did not dispute the allegations and indicated that he would pay the outstanding rent by November 30, 2004. The respondent was agreeable with that arrangement, provided future rent was paid on time.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2925. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2925 and terminating the tenancy agreement on November 30, 2004 unless the arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay all future rent on time.

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Hal Logsdon  
Rental Officer