

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 two hundred fifty one dollars (\$1251.00).
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 111, 48 Con Road, Yellowknife, NT shall be terminated on January 20, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for January, 2005 in the total amount of two thousand six hundred twenty six dollars (\$2626.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2004.

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Hal Logsdon  
Rental Officer

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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:** December 16, 2004

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

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

**Date of Decision:** December 16, 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 rent was paid promptly.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1251.

The respondent did not dispute the allegations and stated that she had provided three postdated cheques to the landlord; the first dated January 3, 2005 for \$1100, the second dated January 6, 2005 for \$800 and the third dated January 20, 2005 for \$800. The applicant stated that they would be satisfied to permit the tenancy to continue, provided all three cheques cleared the bank. Provided the cheques are honoured, the rent arrears and the January rent would both be paid in full by January 20, 2005. The January rent will be \$1375.

The applicant stated they would be satisfied to permit the tenancy to continue provided the cheques were honoured and the arrears and January, 2005 rent were paid by January 20, 2005.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1251. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and January, 2005 rent are paid in accordance with the agreement between the

parties.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1251 and terminating the tenancy agreement on January 20, 2005 unless the rent arrears and the January, 2005 rent in the total amount of \$2626 is paid in full.

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Hal Logsdon  
Rental Officer