

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **IDA STEWART**, 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 **INUVIK, NT.**

BETWEEN:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

- and -

**IDA STEWART**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay to the applicant rental arrears in the amount of two thousand dollars (\$2,000.00).
2. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 23, 40 Tununuk Place, Inuvik, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 26th day of February 2004.

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Hal Logsdon  
Rental Officer

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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.

BETWEEN:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

-and-

**IDA STEWART**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 24, 2004

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

**Appearances at Hearing:** Harvey Hurst, representing the applicant

**Date of Decision:** February 24, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on February 17, 2004, but failed to appear at the hearing. The hearing was held in her absence. The rental officer spoke to the respondent on the day of the hearing, February 24, 2004, and informed her of the decision.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant provided a statement of the rent account. He indicated that \$700 of the January rent and all of the \$1,300 rent for February was outstanding, creating a balance owing of \$2,000.

The applicant has served two notices of early termination on the respondent who remains in possession of the rental premises. The applicant sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement between the parties.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rental arrears to be \$2,000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rental arrears are promptly paid.

An order shall issue requiring the respondent to pay to the applicant rental arrears in the amount of \$2,000 and terminating the tenancy agreement on February 29, 2004 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer