

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KATHERINE CIBOCI**, 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 -

KATHERINE CIBOCI

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 three thousand dollars (\$3000.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 11, 40 Tununuk Place, Inuvik, NT shall be terminated on June 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 7th day of June, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KATHERINE CIBOCI**, 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.

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

KATHERINE CIBOCI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 7, 2004

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Harvey Hurst, representing the applicant

Date of Decision: June 7, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 22, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant indicated that the respondent's first name was misspelled on the application and requested that the proper spelling be noted on any order issued. The style of cause of the order is amended accordingly.

The applicant alleged that the respondent 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 between the parties. The applicant provided a statement of the rent account and testified that \$600 remained outstanding from the month of April, 2004 and that no rent had been paid for May or June, 2004. The monthly rent for the premises is \$1200, bringing the balance owing to \$3000.

The applicant stated that he would be willing to permit the tenancy to continue provided the full amount of arrears was paid before June 30, 2004.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3000 and terminating the tenancy agreement on June 30, 2004 unless those arrears are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer