

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH LAWRENCE AND ROBERT FLYNN**, 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 -

DEBORAH LAWRENCE AND ROBERT FLYNN

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 one hundred ninety five dollars (\$1195.00).
2. Pursuant to sections 41(4)©) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 104, 48 Con Road, Yellowknife, NT shall be terminated on February 28, 2005 and the respondents 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 respondents shall pay

future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of February,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH LAWRENCE AND ROBERT FLYNN**, Respondents.

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DEBORAH LAWRENCE AND ROBERT FLYNN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant (by telephone)
Deborah Lawrence, respondent

Date of Decision: February 15, 2005

REASONS FOR DECISION

I note that one of the respondent's name is incorrectly spelled on the application. The style of cause of the order shall be amended to reflect the correct spelling of the names.

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 arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1195.00.

The respondent did not dispute the allegations.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the arrears to be \$1195.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1195.00 and terminating the tenancy agreement on February 28, 2005 unless the arrears are paid in full. Should the tenancy continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer