

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ABDI URDON AND HASSAN MOHAMED**, 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 -

**ABDI URDON AND HASSAN MOHAMED**

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 nine hundred seventy five dollars (\$975.00).
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 407, 5600 - 52nd Avenue, 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 **ABDI URDON AND HASSAN MOHAMED**, 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.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**ABDI URDON AND HASSAN MOHAMED**

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)  
Hassan Mohammed, respondent

**Date of Decision:** February 15, 2005

**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 arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$975.00.

The respondent did not dispute the rent arrears.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the arrears to be \$975.00. 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 \$975.00 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