

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JASON RACINE AND MONICA RACINE**, 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 -

**JASON RACINE AND MONICA RACINE**

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 two thousand two hundred fifty three dollars (\$2253.00).
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 101, 42 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 15th day of February, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JASON RACINE AND MONICA RACINE**

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)

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

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on February 4, 2005 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant 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 stated that they were willing to enter into an agreement with the respondents whereby the security deposit would be paid over time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2253.00.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the arrears to be \$2253.00. 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 \$2253.00 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. The applicant may seek a future remedy if the tenancy continues but reasonable arrangements for the payment of the security deposit can not be made.

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Hal Logsdon  
Rental Officer