

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JODY DOCTOR AND GERALD TUTCHO**, 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 -

JODY DOCTOR AND GERALD TUTCHO

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 seven hundred ninety dollars (\$2790.00).
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 311, 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 16th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JODY DOCTOR AND GERALD TUTCHO**, 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-

JODY DOCTOR AND GERALD TUTCHO

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)
Jody Doctor, respondent
Gerald Tutcho, 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 by failing to pay 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 and security deposit were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2790 and an outstanding security deposit in the amount of \$527.50. The tenancy agreement between the parties commenced on September 1, 2004.

The respondents did not dispute the allegations but stated that they were currently unemployed and were not receiving income support. They requested that the rent arrears and deposit be paid in installments.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and the required security deposit. I find the arrears to be \$2790.00 and the outstanding portion of the deposit to be \$527.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. Given the current income of the respondents, they appear unable to meet their obligation to pay the monthly rent. In my opinion, an order to pay the arrears through installments would likely be breached, exposing the landlord to additional financial loss. As the landlord holds a significant portion of the required security deposit, I shall issue an order requiring

the respondents to pay the applicant rent arrears in the amount of \$2790.00 and terminating the tenancy agreement on February 28, 2005 unless the arrears are paid in full. Should the tenancy continue, the parties should make reasonable arrangements for the payment of the remainder of the security deposit. The applicant may file a future application seeking further remedy if a suitable arrangement is not forthcoming. Should the tenancy continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer