

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHEENA ENOOK**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

SHEENA ENOOK

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 two thousand one hundred ninety dollars (\$2190.00).
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 302, 48 Con Road, Yellowknife, NT shall be terminated on May 18, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for May, 2005 in the total amount of three thousand two hundred eighty five dollars (\$3285.00) is 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 27th day of April, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHEENA ENOOK**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

SHEENA ENOOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 26, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Louisa Lucas, representing the applicant
Sheena Enook, respondent
Don Hikhaitok, appearing with the respondent

Date of Decision: April 26, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had 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 unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2190. The ledger indicated that no rent had been paid for the months of March and April, 2005.

The respondent did not dispute the allegations. Mr. Hikhaitok stated he would help her pay the rent arrears in full by May 18, 2005. The applicant stated they would be willing to permit the tenancy agreement to continue provided the rent arrears and May, 2005 rent was paid in full. The applicant stated that the May rent would be \$1095.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2190. 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 rent arrears in the amount of \$2190 and terminating the tenancy agreement on May 18, 2005 unless the rent arrears and rent for May,

2005 in the total amount of \$3285 is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer