

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DIANA LOCKHART**, 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 -

**DIANA LOCKHART**

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 five hundred thirty dollars and ten cents (\$530.10).
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 206, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2005 and the respondent 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DIANA LOCKHART**, 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-

**DIANA LOCKHART**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 5, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Louisa Lucas, representing the applicant  
Diana Lockhart, respondent

**Date of Decision:** May 5, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had failed to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement on May 31, 2005 unless the arrears are paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$530.10. The amount represents a portion of the May, 2005 rent. The tenancy agreement between the parties obligates the tenant to pay rent monthly in advance.

The respondent did not dispute the allegations and stated that she would be able to pay the rent by the end of May.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$530.10. 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 the applicant rent arrears in the amount of \$530.10 and terminating the tenancy agreement on May 31, 2005 unless the arrears are paid in full.

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Hal Logsdon  
Rental Officer