

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **FLORENCE BISHOP**, 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 -

FLORENCE BISHOP

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 nine hundred ninety five dollars (\$995.00).
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 305, 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 and the remaining balance of the security deposit in the total amount of one thousand twenty five dollars (\$1025.00) is paid in full.

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

Hal Logsdon
Rental Officer

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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-

FLORENCE BISHOP

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

Date of Decision: May 5, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to the rental premises. The notice was confirmed delivered but the respondent failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that respondent had failed to pay rent and had failed to pay the full amount of the required security deposit. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$995 and a balance of security deposit owing in the amount of \$30. The applicant sought an order requiring the respondent to pay these amounts and terminating the tenancy agreement unless they were paid in full by May 31, 2005.

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 \$995. The written tenancy agreement between the parties commenced on October 7, 2004, making the remainder of the security deposit past due. I find the outstanding deposit amount to be \$30. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are paid in full on or before May 31, 2005. The tenancy agreement requires that rent be paid monthly in advance.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$995 and terminating the tenancy agreement on May 31, 2005 unless the arrears and the remainder of the deposit in the total amount of \$1025 is paid in full.

Hal Logsdon
Rental Officer