

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **LOUISA LUCAS**, 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 -

LOUISA LUCAS

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 fifty four dollars and thirty four cents (\$2154.34).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 203, 48 Con Road, Yellowknife, NT shall be terminated on July 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 8th day of July, 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-

LOUISA LUCAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David Beckwith, representing the applicant

Date of Decision: July 7, 2005

REASONS FOR DECISION

The application was filed naming Louisa Lucas and Harry McGurran as joint tenants. The written tenancy agreement provided in evidence by the applicant named Ms. Lucas as sole tenant. The applicant stated that the tenancy agreement had been amended but did not know the date of the change and elected to proceed against Louisa Lucas only. The style of cause of the order has been amended accordingly. The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 on July 31, 2005 unless the arrears were paid in full. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2154.34. The monthly rent for the premises is \$1175.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2154.34. 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 \$2154.34 and terminating the tenancy agreement on July 31, 2005 unless the arrears are paid in

full. The respondent shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer