

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DOROTHY ROACH**, 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 -

DOROTHY ROACH

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 one thousand nine hundred ninety dollars. (\$1990.00).
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 308, 42 Con Road, Yellowknife, NT shall be terminated on August 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 24th day of August, 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");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DOROTHY ROACH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Tara Sheppard, representing the applicant

Date of Decision: August 23, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. 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, requiring the respondent to pay future rent on time and terminating the tenancy agreement unless the rent arrears were paid by August 31, 2005.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1990. This amount represents rent for the months of July and August, 2005.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. No rent has been paid by the respondent since June 10, 2005. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance. 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 \$1990. The tenancy agreement between the parties shall be terminated on August 31, 2005 unless

the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer