

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MYNA MANIPIK**, 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 -

**MYNA MANIPIK**

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 fifty dollars (\$1950.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #206, 48 Con Road, Yellowknife, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of September, 2005.

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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-

**MYNA MANIPIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 15, 2005

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

**Appearances at Hearing:** Tara Sheppard, representing the applicant

**Date of Decision:** September 15, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on September 3, 2005, but failed to appear at the hearing. 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 between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1950. The rent for the premises is \$975/month.

I note that this is the fourth application the landlord has made regarding this respondent's non-payment of rent and the third application since April, 2005. On each previous application the landlord has requested termination of the tenancy agreement unless the rent is paid by month-end and orders to that effect have been issued. The respondent has redeemed the tenancy each time by paying the arrears prior to the termination date. I also note that the respondent has failed to appear at every hearing. This application by the landlord seeks an unconditional termination of the tenancy agreement. The landlord indicated that they are tired of having to repeatedly initiate legal action in order to collect the rent from the respondent.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1950

which represents two months of arrears. The landlord has been very patient with the respondent by requesting a redemption provision in each of the previous orders. Four applications regarding non-payment of rent in less than a year is unreasonable. In my opinion, yet another order to terminate the tenancy agreement unless the rent is paid is a waste of the landlord's time as well as that of the rental officer. The respondent does not seem inclined to pay the rent in accordance with the tenancy agreement and prefers to wait until she faces termination of the tenancy agreement. In my opinion, there are sufficient grounds to terminate this tenancy agreement without conditions.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1950 and terminating the tenancy agreement on September 30, 2005.

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Hal Logsdon  
Rental Officer