

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **ALICE MACKENZIE**, 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:

**902800 NWT LIMITED**

Applicant/Landlord

- and -

**ALICE MACKENZIE**

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 eight hundred dollars (\$800.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #2, 5123 - 50th Street, Yellowknife, NT shall be terminated on October 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 13th day of October, 2005.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **ALICE MACKENZIE**, 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:

**902800 NWT LIMITED**

Applicant/Landlord

-and-

**ALICE MACKENZIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** October 11, 2005

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

**Appearances at Hearing:** Michael Henry, representing the applicant  
Alice Mackenzie, respondent

**Date of Decision:** October 11, 2005

**REASONS FOR DECISION**

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 testified that the amount of rent outstanding was \$800.00, consisting of \$150.00 from September's rent and the October rent of \$650.00.

The respondent did not dispute the allegations and stated she could pay the rent arrears by October 31, 2005. The parties consented to an order requiring the rent arrears to be paid and terminating the tenancy agreement on October 31, 2005 unless the arrears are paid in full.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$800.00. 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 \$800.00 and terminating the tenancy agreement on October 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