

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRADLEY OSMOND**, 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 -

BRADLEY OSMOND

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 seven hundred ninety dollars (\$790.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 307, 48 Con Road, Yellowknife, NT, shall be terminated on February 28, 2006 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 9th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **BRADLEY OSMOND**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

BRADLEY OSMOND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lesley Mcmanaman, representing the applicant

Date of Decision: February 7, 2006

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 his 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 unless the alleged rent arrears were promptly paid.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent in the amount of \$790.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$790. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$790 and terminating the tenancy agreement on February 28, 2006 unless the rent arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer