

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAN FAINE**,  
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 -

**DAN FAINE**

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 and three dollars and seventy eight cents (\$1003.78).
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 210, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 May, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**DAN FAINE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 23, 2006

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

**Appearances at Hearing:** Lesley McManaman, representing the applicant

**Date of Decision:** May 23, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. 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 rent was promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1013.81 as at April 19, 2006. The applicant testified that since that date, the May, 2006 rent of \$1175 had come due and that two rent payments totalling \$1185.03 had been received, bringing the balance owing to \$1003.78.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1003.78. 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 \$1003.78 and terminating the tenancy agreement on May 31, 2006 unless the rent arrears are paid in full.

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer