

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **NANCY GOOSE**, 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 -

NANCY GOOSE

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 two thousand two hundred seventy five dollars (\$2275.00).
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 408, 42 Con Road, Yellowknife, NT shall be terminated on August 10, 2006 and the respondent shall vacate the premises on that date, unless rent arrears totalling no less than two thousand one hundred ninety dollars (\$2190.00) are paid to the applicant.

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 July, 2006.

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-

NANCY GOOSE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 13, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Trena Scott, representing the applicant (by phone) Nancy Goose, respondent Arlene Hache, representing the respondent
<u>Date of Decision:</u>	July 13, 2006

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 on July 31, 2006 unless the rent arrears were paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2275. The amount represents unpaid rent for June and July, 2006 (\$2190), a charge for lost keys (\$50) and a fee for a returned cheque (\$35).

The respondent did not dispute the allegations and stated that she could pay the June rent by the end of July and the August rent on time. She asked to make an arrangement whereby the remaining balance could be paid in installments but, as she was looking for work, could not state what sort of arrangement she would be able to afford.

The applicant stated that she was willing to permit the tenancy to continue provided she received rent for June and August on or before August 10, 2006. She stated her willingness to try to arrange a payment plan for the remainder, provided the monthly rent was paid on time.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2275. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless a portion of the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2275 and terminating the tenancy agreement on August 10, 2006 unless rent arrears totalling no less than \$2190 are paid to the applicant by that date. The respondent is also ordered to pay future rent on time. I leave it to the parties to arrange a mutually suitable payment plan for the remainder of the arrears. If they are unable to do so or if the respondent fails to pay the monthly rent on time in the future, the applicant may file another application seeking further remedy.

Hal Logsdon
Rental Officer