

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALAN TEES**, 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 -

ALAN TEES

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 nine hundred ninety five dollars (\$995.00).
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 407, 42 Con Road, Yellowknife, NT shall be terminated on September 13, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the September, 2006 rent in the total amount of one thousand nine hundred ninety dollars (\$1990.00) is 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 1st day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALAN TEES**,
Respondent.

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-

ALAN TEES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Corlee Gillard, representing the applicant

Date of Decision: August 31, 2006

REASONS FOR DECISION

The application was filed showing Alan Tees and Darlene Barnaby as joint tenants. The applicant stated that since the application was filed, Ms. Barnaby had vacated the premises and the tenancy agreement amended. The applicant asked to proceed against Mr. Tees only. The style of cause of the order shall be amended accordingly.

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant stated 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 the August, 2006 rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a copy of the rent ledger in evidence which indicated that the August, 2006 rent in the amount of \$995 was outstanding.

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 \$995. 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 \$995 and terminating the tenancy agreement on September 13, 2006 unless the rent arrears and the rent for September, 2006 in the total amount of \$1990 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer