

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 one thousand two hundred dollars (\$1200.00).
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 2, 5123 - 50th Street, Yellowknife, NT shall be terminated on August 25, 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 8th day of August, 2006.

Hal Logsdon
Rental Officer

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902800 NWT LIMITED

Applicant/Landlord

-and-

ALICE MACKENZIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 8, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Henry, representing the applicant

Date of Decision: August 8, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 28, 2006 but failed to appear at the hearing. The hearing was held in her 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 unless the alleged arrears were promptly paid.

The applicant testified that the rent arrears were currently \$1200, consisting of \$550 from July, 2006 and \$650 from August, 2006. The applicant suggested August 25, 2006 as a reasonable date to terminate the tenancy agreement unless the arrears were paid in full.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1200. 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 \$1200 and terminating the tenancy agreement on August 25, 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.

Hal Logsdon
Rental Officer