

IN THE MATTER between **BLUE SKY ENTERPRISES LTD.**, Applicant, and **STELLA FRANCOIS**, 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:

BLUE SKY ENTERPRISES LTD.

Applicant/Landlord

- and -

STELLA FRANCOIS

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 five hundred dollars (\$500.00).
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 Upstairs Apartment, 310 Woolgar Avenue, Yellowknife, NT shall be terminated on December 6, 2006 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of five hundred dollars (\$500.00) 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 29th day of November, 2006.

Hal Logsdon
Rental Officer

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STELLA FRANCOIS, Respondent.

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BETWEEN:

BLUE SKY ENTERPRISES LTD.

Applicant/Landlord

-and-

STELLA FRANCOIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Henry, representing the applicant
Stella Francois, respondent

Date of Decision: November 28, 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 between the parties unless the alleged rent arrears were promptly paid.

The applicant testified that the monthly rent for the premises was \$1300 and that payments totalling \$800 had been made for the month of November, 2006, resulting in a balance of rent owing in the amount of \$500. The applicant stated that the written tenancy agreement between the parties obligated the tenant to pay the monthly rent in advance.

The respondent did not dispute the allegations and stated that she could pay the rent arrears for November, 2006 by December 6, 2006. The applicant agreed to continue the tenancy agreement if the arrears for November were paid by December 6, 2006.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$500. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$500 and terminating the tenancy agreement on December 6, 2006 unless those arrears are paid in full. The respondent shall also be ordered to pay future rent on time.

The decision was provided to the parties at the hearing.

Hal Logsdon
Rental Officer