

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **TREVOR DUNLOP**, 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 -

TREVOR DUNLOP

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 three thousand six hundred three dollars and fifty two cents (\$3603.52).
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 108, 42 Con Road, Yellowknife, NT shall be terminated on October 31, 2008, and the respondent shall vacate the premises on that date unless rent arrears and the October, 2008 rent in the total amount of four thousand eight hundred fifty three dollars and fifty two cents (\$4853.52) 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 25th day of September, 2008.

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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

TREVOR DUNLOP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 23, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aleem Shivji, representing the applicant
Trevor Dunlop, respondent

Date of Decision: September 23, 2008

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.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$3603.52. The monthly rent for the premises is \$1250.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears and the October, 2008 rent by October 31, 2008. The applicant agreed to continue the tenancy agreement if the rent arrears and the October, 2008 rent were paid in full by that date.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3603.52. 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 \$3603.52 and terminating the tenancy agreement on October 31, 2008 unless those rent arrears and the October rent in the total amount of \$4853.52 are paid in full. The order shall also require the respondent to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer