

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RICHARD MACLEAN**, 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 -

RICHARD MACLEAN

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 four hundred ninety nine dollars and eighty one cents (\$1499.81).
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 313, 42 Con Road, Yellowknife, NT, shall be terminated on April 30, 2009 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 2nd day of April,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RICHARD MACLEAN**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

RICHARD MACLEAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 1, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aleem Shivji, representing the applicant
Richard Maclean, respondent

Date of Decision: April 1, 2009

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 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 \$1499.81.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1499.81. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full by April 30, 2009.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1499.81 and terminating the tenancy agreement on April 30, 2009 unless those rent arrears are paid in full.

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

Hal Logsdon
Rental Officer