

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **CALVIN COLBORNE AND LISA COLBORNE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

- and -

CALVIN COLBORNE AND LISA COLBORNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand nine hundred thirty four dollars and seventy one cents (\$2934.71).
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 216 Fairchild Crescent, Yellowknife, NT shall be terminated on October 3, 2014 and the respondents shall vacate the premises on that date unless the rent arrears and the rents for September and October, 2014 in the total amount of six thousand five hundred thirty four dollars and seventy one

cents (\$6534.71) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of August,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **CALVIN COLBORNE AND LISA COLBORNE**, Respondents.

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:

5655 NWT LTD.

Applicant/Landlord

-and-

CALVIN COLBORNE AND LISA COLBORNE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 6, 2014
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lynn Elkin, representing the applicant
<u>Date of Decision:</u>	August 6, 2014

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt but Canada Post confirmed that delivery was attempted and a notice left on July 21, 2014 indicating where the item could be picked up. The respondents failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notices of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondents.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid. The applicant stated that they would be satisfied to continue the tenancy to October 3, 2014 provided all rent was paid in full to that date. The applicant stated that there would not be any increase to the monthly rent of \$1800 in September or October.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2934.71.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2934.71. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is fully paid by October 3, 2014.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2934.71 and terminating the tenancy agreement on October 3, 2014 unless those arrears and the rents for September and October are paid in full. I calculate that amount to be \$6534.71 as follows:

Current arrears	\$2934.71
Sept rent	1800.00
October rent	<u>1800.00</u>
Total	\$6534.71

An eviction order to be effective on October 6, 2014 unless \$6534.71 is paid on or before October 3, 2014 shall be issued separately.

Hal Logsdon
Rental Officer