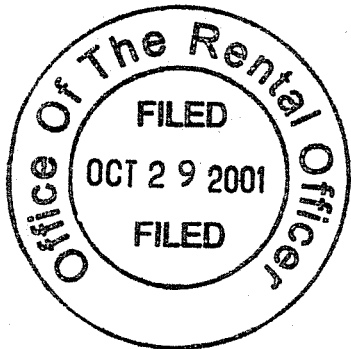


IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **PEGGY ANN KING AND SIMON FRASER**, Respondents;

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, regarding the rental premises at **YELLOWKNIFE. NT.**

BETWEEN:



809656 ALBERTA LTD.

Applicant/Landlord

- and -

PEGGY ANN KING AND SIMON FRASER

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 one thousand seven hundred fifty dollars (\$1750.00).
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 110, 48 Con Road, Yellowknife, NT shall be terminated on November 5, 2001, and the respondents shall vacate the rental premises on that date unless rent arrears, security deposit and rent for

November, 2001, in the total amount of three thousand two hundred dollars (\$3200.00) is paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of October, 2001.

A handwritten signature in cursive script, appearing to read 'Hal Logsdon', written over a horizontal line.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **PEGGY ANN KING AND SIMON FRASER**, 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:

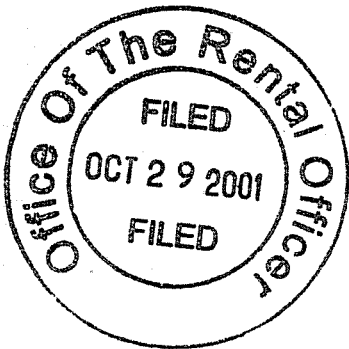
809656 ALBERTA LTD.

Applicant/Landlord

-and-

PEGGY ANN KING AND SIMON FRASER

Respondents/Tenants



REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 26, 2001
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Rauf Jutt, representing the applicant
<u>Date of Decision:</u>	October 26, 2001

REASONS FOR DECISION

The respondents were served with Notices of Attendance on October 16, and October 20, 2001 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit and sought an order for the payment of the alleged rent and outstanding deposit and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated rent owing in the amount of \$1750 and an outstanding security deposit owing in the amount of \$475. The tenancy agreement commenced in March, 2001, and indicated a security deposit requirement equivalent to one months rent (\$975).

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the required security deposit. I find the rent arrears to be \$1750 and the outstanding security deposit to be \$475. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are promptly paid and future rent paid on time.

An order shall be issued for the respondents to pay rent arrears in the amount of \$1750 and

REASONS FOR DECISION

The respondents were served with Notices of Attendance on October 16, and October 20, 2001 but failed to appear at the hearing. The hearing was held in their absence.

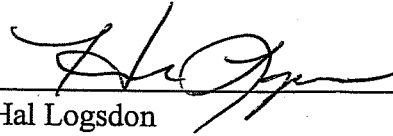
The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit and sought an order for the payment of the alleged rent and outstanding deposit and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated rent owing in the amount of \$1750 and an outstanding security deposit owing in the amount of \$475. The tenancy agreement commenced in March, 2001, and indicated a security deposit requirement equivalent to one months rent (\$975).

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the required security deposit. I find the rent arrears to be \$1750 and the outstanding security deposit to be \$475. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are promptly paid and future rent paid on time.

An order shall be issued for the respondents to pay rent arrears in the amount of \$1750 and

terminating the tenancy agreement between the parties on November 5, 2001, unless the arrears, security deposit and rent for November is paid in full in the amount of \$3200.

A handwritten signature in black ink, appearing to read 'Hal Logsdon', written over a horizontal line.

Hal Logsdon
Rental Officer