

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOE BAILEY**, 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 -

JOE BAILEY

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 two thousand seven hundred five dollars (\$2705.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 409, 48 Con Road, Yellowknife, NT shall be terminated on March 31, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOE BAILEY**, 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-

JOE BAILEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **March 12, 2002**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Leslie Cole, representing the applicant**

Date of Decision: **March 12, 2002**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 3, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2705 and an outstanding balance of the security deposit in the amount of \$175. The tenancy agreement commenced April 1, 2001, making the payment of the balance of the security deposit overdue. The applicant also provided a notice from the respondent dated March 1, 2002 giving notice to terminate the tenancy agreement on March 31, 2002.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the security deposit in accordance with the tenancy agreement and the *Residential Tenancies Act*. I find the rent arrears to be \$2705. In my opinion there are sufficient grounds to terminate this tenancy agreement. Although the respondent has already given adequate notice to terminate the agreement, I shall also terminate it by order. The order shall also require the respondent to pay the applicant rent arrears in the amount of \$2705. In my opinion, it is unnecessary to address the remaining balance of the security deposit at this time as

the tenancy agreement will shortly be legally terminated.

Hal Logsdon
Rental Officer