

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **LISE NAULT**, 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 -

LISE NAULT

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 seven hundred fifteen dollars (\$715.00).
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 404, 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 **LISE NAULT**, 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-

LISE NAULT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 12, 2002
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Leslie Cole, representing the applicant
<u>Date of Decision:</u>	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 her 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 \$715 and an outstanding balance of the security deposit in the amount of \$597.50. The tenancy agreement commenced October 1, 2001, making the payment of the balance of the security deposit overdue. The applicant also provided an undated notice from the respondent giving notice to terminate the tenancy agreement on April 1st.

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 \$715. In my opinion there are sufficient grounds to terminate this tenancy agreement. Although the respondent has already given notice to terminate the agreement, the notice is inadequate as it does not terminate the agreement on the last day of a rent period and is undated. Therefore I shall terminate it by order.

The order shall also require the respondent to pay the applicant rent arrears in the amount of \$715. 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