

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **KEN RUBEN AND ANGELLA FOLEY**, 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 -

**KEN RUBEN AND ANGELLA FOLEY**

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 one hundred eighty five dollars (\$1185.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment #203, 5600-52 Avenue, Yellowknife, NT shall be terminated on May 31, 2002 and the respondents shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May, 2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **KEN RUBEN AND ANGELLA FOLEY**, 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-

**KEN RUBEN AND ANGELLA FOLEY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 14, 2002

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

**Appearances at Hearing:** Rashda Mirza, representing the applicant

**Date of Decision:** May 14, 2002

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on May 5, 2002 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 sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1185.

I find that the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1185. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$1185 and terminating the tenancy agreement on May 31, 2002 unless the rent arrears are paid in full.

---

Hal Logsdon  
Rental Officer