

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOSHUA WATSON AND PAMELA WATSON**, 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 -

JOSHUA WATSON AND PAMELA WATSON

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 four hundred ninety five dollars (\$1495.00).
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 210, 5600-52 Avenue, Yellowknife, NT shall be terminated on November 30, 2002 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JOSHUA WATSON AND PAMELA WATSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Joshua Watson, respondent
Pamela Watson, respondent

Date of Decision: November 12, 2002

REASONS FOR DECISION

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 unless the arrears were paid by November 30, 2002. The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears in the amount of \$1495.

The respondents did not dispute the allegations and indicated that they would be able to pay the arrears by the end on November.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1495. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondents to pay rent arrears in the amount of \$1495 and terminating the tenancy agreement on November 30, 2002 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer