

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CRYSTAL COOK**, 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 -

CRYSTAL COOK

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 three hundred nine dollars and three cents (\$2309.03).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 101, 42 Con Road, Yellowknife, NT shall be terminated on December 20, 2002 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CRYSTAL COOK**, 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-

CRYSTAL COOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant

Date of Decision: December 11, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 25, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears 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 \$2655.

A previous order was filed on August 15, 2002 requiring the respondent to pay rent arrears and terminating the tenancy agreement on August 31, 2002 unless the amounts were paid in full. The ledger indicates that the amounts ordered to be paid were not paid by August 31, 2002 but that the order was satisfied on September 12, 2002. The applicant explained that their offices were closed on August 31, 2002 and the respondent would not have been able to make a payment on that date. Although there was no evidence to indicate that the applicant had reinstated the tenancy agreement or that the parties had entered into a new tenancy agreement, the applicant requested another order terminating the tenancy.

In my opinion, there are sufficient grounds to terminate this tenancy agreement now, although I believe it was legally terminated on August 31, 2002. The ledger indicates that since the last order was satisfied, albeit late, on September 12, 2002 only one payment of \$150 has been made

by the respondent. The arrears are now higher than they were when the previous order was made.

The applicant requested an early termination date and I find December 20, 2002 reasonable. I

find the rent arrears to that date to be \$2309.03 calculated as follows:

Rent arrears to November 30, 2002	\$1680.00
rent - December 1-20	<u>629.03</u>
Total arrears	\$2309.03

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2309.03 and terminating the tenancy agreement on December 20, 2002.

Hal Logsdon
Rental Officer