

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STEVEN SCOTT AND HELEN ROBERTSON**, 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 -

**STEVEN SCOTT AND HELEN ROBERTSON**

Respondent/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Steven Scott shall pay the applicant rent arrears in the amount of one thousand eight hundred eighty five dollars (\$1885.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 209, 42 Con Road, Yellowknife, NT shall be terminated on December 31, 2002 and the respondents shall vacate the premises on that date.

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**STEVEN SCOTT AND HELEN ROBERTSON**

Respondent/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 10, 2002

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

**Appearances at Hearing:** Talib Rasheed, representing the applicant  
Steven Scott, respondent

**Date of Decision:** December 10, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondents 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 between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1885. The applicant noted that the respondents had been previous employees but that the employment had been terminated in September, 2002 and the parties entered into a new tenancy agreement on October 1, 2002 at a rent of \$1295/month.

The respondent indicated that he had wanted to sign a term agreement with the landlord to take advantage of a lower rent but that the applicant had offered only a periodic agreement. There is no written tenancy agreement. The names of both respondents appear on the ledger but only Mr. Scott's name appears on the condition report and that report is signed by Mr. Scott only. In my opinion, there is not sufficient evidence to consider the respondents to be joint tenants and I consider Mr. Scott to be the sole tenant to the agreement. There is no obligation on the part of the landlord to offer a term lease or a term lease at a lower rental rate.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1885. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondent, Steven Scott, to pay the applicant rent arrears in the amount of \$1885 and terminating the tenancy agreement on December 31, 2002 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer