

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GEORGE BURT**, 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 -

GEORGE BURT

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 one thousand two hundred fifty one dollars (\$1251.00).
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 208, 5600-52 Avenue, Yellowknife, NT shall be terminated on December 31, 2002 unless the respondent makes payment to the applicant of not less than one thousand dollars (\$1000.00) on or before that date.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, should the tenancy agreement continue, the respondent shall pay future rent on time.

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 **GEORGE BURT**, 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-

GEORGE BURT

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
George Burt, respondent

Date of Decision: December 10, 2002

REASONS FOR DECISION

The applicant alleged that the respondent 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. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1251.

The respondent did not dispute the arrears but indicated that he had limited income.

The applicant indicated that he would be willing to allow the tenancy to continue if a payment of no less than \$1000 was made by December 31, 2002.

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 \$1251. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. In my opinion, the applicant's suggestion that a minimum payment of \$1000 be required to permit the tenancy to continue is reasonable.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1251. The tenancy agreement shall be terminated on December 31, 2002 unless a payment of no less than \$1000 is made to the applicant by the respondent. Should the tenancy continue, the respondent shall also pay all future rent on time.

Hal Logsdon
Rental Officer