

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RICHARD EPELON AND BEATRICE ALANIGAYOK**, 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 -

RICHARD EPELON AND BEATRICE ALANIGAYOK

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 two hundred fifty dollars (\$250.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RICHARD EPELON AND BEATRICE ALANIGAYOK**, 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-

RICHARD EPELON AND BEATRICE ALANIGAYOK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: May 13, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 2, 2003 but failed to appear at the hearing. The hearing was held in their absence.

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 termination of the tenancy agreement unless the alleged arrears were paid by May 31, 2003.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$250. The applicant held a security deposit in the amount of \$1350.

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 \$250.

In my opinion, the security deposit held by the applicant is sufficient protection against significant loss and termination of the tenancy agreement is not warranted. An order shall be issued requiring the respondents to pay rent arrears in the amount of \$250 and requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer