

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHANE MCNEELY AND BEVERLY DRYBONE**, 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 -

SHANE MCNEELY AND BEVERLY DRYBONE

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 two hundred fifty dollars (\$1250.00).
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 314, 5600-52 Avenue, Yellowknife, NT shall be terminated on June 30, 2003 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

3. 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 11th day of June,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **SHANE MCNEELY AND BEVERLY DRYBONE**, Respondents.

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

SHANE MCNEELY AND BEVERLY DRYBONE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: June 10, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 30, 2003 but failed to appear at the hearing. The hearing was held in their absence.

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 on June 30, 2003 unless those arrears were paid in full.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1250.

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 \$1250. 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 respondents to pay the applicant rent arrears in the amount of \$1250 and terminating the tenancy agreement between the parties on June 30, 2003 unless the arrears are paid in full.

Hal Logsdon
Rental Officer