

IN THE MATTER between **CRAIG WILLIAMS AND KIELY WILLIAMS**,
Applicants, and **MIKE SADLER AND RACHELLE TANGUAY**, 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:

CRAIG WILLIAMS AND KIELY WILLIAMS

Applicants/Landlords

- and -

MIKE SADLER AND RACHELLE TANGUAY

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 dollars (\$1200.00).
2. Pursuant to sections 41(4)(c) and 84(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment B (basement), 5116 Forrest Drive North, Yellowknife, NT shall be terminated on January 30, 2004 and the respondents shall vacate the premises on that date, unless rent arrears and the outstanding security deposit in the total amount of one thousand five hundred dollars (\$1500.00) 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 15th day of January, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicants/Landlords

-and-

MIKE SADLER AND RACHELLE TANGUAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Craig Williams, applicant
Kiely Williams, applicant
Mike Sadler, respondent
Rachelle Tanguay, respondent

Date of Decision: January 13, 2004

REASONS FOR DECISION

The applicants alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to provide the required security deposit. The applicants sought an order requiring the respondents to pay the alleged rent arrears and outstanding deposit and terminating the tenancy agreement between the parties.

The applicants testified that the respondents had repeatedly failed to pay the rent on the days it was due and had failed to pay the rent for January, 2004 which was \$1200. The applicants also testified that the respondents had paid only half of the required \$600 security deposit.

The respondents did not dispute the allegations.

The tenancy agreement between the parties is made in writing and commenced on October 1, 2003. The agreement obligates the tenants to pay the rent in advance on the first day of the month. As the agreement has been in effect for more than 3 months, the full amount of the security deposit is past due, as is the January 2004 rent.

I find the respondents in breach of their obligation to pay rent and the security deposit. I find the rent arrears to be \$1200 and the outstanding portion of the security deposit to be \$300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondents to pay the applicants the rent arrears and terminating the tenancy agreement on January 30, 2004 unless the rent arrears and the outstanding security deposit are paid in full. The order shall also require the respondents to pay future rent on time.

Hal Logsdon
Rental Officer