

IN THE MATTER between **SANDRA GELLENBECK**, Applicant, and **BOB LAWRENCE**, 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:

**SANDRA GELLENBECK**

Applicant/Landlord

- and -

**BOB LAWRENCE**

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 dollars (\$1200.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5223 54th Street, Yellowknife, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of February, 2004.

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Hal Logsdon  
Rental Officer

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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:

**SANDRA GELLENBECK**

Applicant/Landlord

-and-

**BOB LAWRENCE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2004

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

**Appearances at Hearing:** Sandra Gellenbeck, applicant  
Bob Lawrence, respondent

**Date of Decision:** February 11, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had 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 between the parties.

The applicant testified that rent for November, December, January and February was outstanding and that the rent for the premises was \$300/month.

The respondent did not dispute the allegations and stated that he intended to terminate the tenancy agreement. He consented to an order requiring him to pay the rent arrears and terminating the tenancy agreement on February 29, 2004.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1200 and terminating the tenancy agreement between the parties on February 29, 2004. The respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer