

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **COLLIN DIGNESS**, 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 -

**COLLIN DIGNESS**

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 nine hundred ninety five dollars (\$995.00).
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 101, 42 Con Road, Yellowknife, NT shall be terminated on May 31, 2004 and the respondent 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May, 2004.

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Hal Logsdon  
Rental Officer

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**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**COLLIN DIGNESS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2004

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Collin Digness, respondent (by telephone)

**Date of Decision:** May 4, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the rent was paid in full by May 31, 2004.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$995.

The respondent did not dispute the allegations and indicated that he would be able to pay the outstanding rent prior to the end of May. He also stated that he would like to be able to pay the monthly rent in two monthly installments.

The written tenancy agreement between the parties requires the tenant to pay the rent in advance on the first day of each month. If the parties wish to change this arrangement, they should amend the agreement accordingly. I find the statement in order and the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$995. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by month-end.

An order shall issue requiring the respondent to pay the rent arrears of \$995 and terminating the

tenancy agreement on May 31, 2004 unless the arrears are paid in full. The order shall also require the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer