

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ADAM GORDON AND JASON MACLEAN**, 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 -

**ADAM GORDON AND JASON MACLEAN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Adam Gordon shall pay the applicant rent arrears in the amount of nine hundred thirty five dollars (\$935.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 411, 48 Con Road, Yellowknife, NT shall be terminated on August 13, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears and rent for August, 2004 are paid in full in the total amount of two thousand three hundred thirty dollars (\$2330.00).

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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 21st day of July, 2004.

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Hal Logsdon  
Rental Officer

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**ADAM GORDON AND JASON MACLEAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 20, 2004

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

**Appearances at Hearing:** Anisa Bhambhani, representing the applicant  
Adam Gordon, respondent

**Date of Decision:** July 20, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on July 8, 2004 by serving an adult at the rental premises. The respondent Adam Gordon stated that Jason Maclean vacated the premises on July 1, 2004. Service not having been effective on Mr. Maclean, the applicant elected to proceed against Adam Gordon alone.

The applicant alleged that the respondent had breached his obligation to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid and requiring the respondent to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$935. The rent for the premises is \$1395/month.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears by July 31, 2004. He indicated that he was employed but his employer did not always pay him on time.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$935. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondent, Adam Gordon, to pay the applicant rent arrears in the amount of \$935 and terminating the tenancy agreement on August 13, 2004 unless the rent arrears of \$935 and the August rent of \$1395 for a total of \$2330 is paid in full. Should the tenancy continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer