

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MIKE MODESTE**, 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 -

**MIKE MODESTE**

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 one hundred seventy five dollars (\$1175.00).
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 411, 5600 52 Avenue, Yellowknife, NT shall be terminated on September 15, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and rent for September, 2004 in the total amount of two thousand three hundred fifty dollars (\$2350.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of September, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**MIKE MODESTE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 31, 2004

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

**Appearances at Hearing:** Anisa Bhambhani, representing the applicant

**Date of Decision:** August 31, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on August 15, 2004 but failed to appear at the hearing. The hearing was held in his absence.

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 unless the arrears were promptly paid. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1175. The applicant indicated that the September rent would become due on September 1, 2004 bringing the balance owing to \$2350.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1175. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and September rent are promptly paid. The written tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of each month.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1175. The order shall terminate the tenancy agreement on September 15, 2004 unless the respondent pays the applicant \$2350, which represents the rent arrears and the September, 2004 rent.

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Hal Logsdon  
Rental Officer