

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JACKIE KASKAMIN AND ALWIN BOYEA**, 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 -

JACKIE KASKAMIN AND ALWIN BOYEA

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 three hundred ninety nine dollars and thirty nine cents (\$399.39).
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 307, 5600 - 52 Avenue, Yellowknife, NT shall be terminated on January 31, 2005 and the respondents 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JACKIE KASKAMIN AND ALWIN BOYEA**, Respondents.

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JACKIE KASKAMIN AND ALWIN BOYEA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 25, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant (by telephone)
Alwin Boyea, respondent

Date of Decision: January 25, 2005

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 unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$399.39. The ledger indicates that the rent account has been in arrears since the commencement of the tenancy in December, 2004.

The respondent did not dispute the allegations and said he could pay the rent arrears prior to January 31, 2005.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$399.39. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the rent arrears in the amount of \$399.39 and terminating the tenancy agreement on January 31, 2005 unless the arrears are paid in full.

The respondents shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer