

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ABDULLAH OMAR**, 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 -

**ABDULLAH OMAR**

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 seventy five dollars (\$975.00).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of February, 2005.

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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");

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**ABDULLAH OMAR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2005

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Abdullah Omar, respondent

**Date of Decision:** February 15, 2005

**REASONS FOR DECISION**

The respondent noted that his first and last names had been transposed on the application. The correct name of the respondent, Abdullah Omar, shall appear on the order.

The applicant testified 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 alleged rent arrears were promptly paid. The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$975.00, representing the rent for February, 2005.

The respondent stated that he had given notice to terminate the tenancy agreement and had vacated the rental premises.

The tenancy agreement between the parties is in writing and obligates the tenant to pay the rent in advance on or before the first day of each month. The tenancy agreement is made for a term to end on May 16, 2005. Any notice given by the respondent to terminate the tenancy agreement is of no effect as Section 51 of the *Residential Tenancies Act* permits a tenant to terminate such an agreement by notice only at the expiry of the term by giving at least 30 days notice prior to that date. As the tenant was in possession on February 1, 2005, the rent for that month in the amount of \$975.00 was due and payable.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$975.00.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$975.00.

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Hal Logsdon  
Rental Officer