

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MAVIS MOOSENOSE**, 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 -

**MAVIS MOOSENOSE**

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 five hundred thirty dollars (\$530.00).
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 401, 42 Con Road, Yellowknife, NT shall be terminated on June 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**MAVIS MOOSENOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2005

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

**Appearances at Hearing:** David Beckwith, representing the applicant  
Mavis Moosenose, respondent

**Date of Decision:** June 14, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement unless the 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 \$530.

The respondent did not dispute the allegations and indicated that she could pay the balance owing by June 21, 2005.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$530. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the balance of rent owing is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$530 and terminating the tenancy agreement between the parties on June 30, 2005 unless the arrears are paid in full.

A previous order has been issued requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer