

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CECILIA EYAKFWO**, 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 -

CECILIA EYAKFWO

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 nine hundred thirty dollars (\$1930.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 42 Con Road, Yellowknife, NT shall be terminated on August 31, 2005 and the respondent 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of August, 2005.

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-

CECILIA EYAKFWO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Tara Sheppard, representing the applicant

Date of Decision: August 2, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her 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 paid in full by August 31, 2005. The applicant also sought an order requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1930. The tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance.

I find the statement in order and I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1930. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by August 31, 2005. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1930 and terminating the tenancy agreement on August 31, 2005 unless the arrears are paid in full. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer