

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **APRIL MANUEL AND JAMES KOCHON**, 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 -

**APRIL MANUEL AND JAMES KOCHON**

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 nine hundred ninety five dollars (\$995.00).
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 105, 42 Con Road, Yellowknife, NT shall be terminated on October 15, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for October, 2005 in the total amount of one thousand nine hundred ninety dollars (\$1990.00) is paid in full.

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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 16th day of September, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**APRIL MANUEL AND JAMES KOCHON**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

**Appearances at Hearing:** Tara Sheppard, representing the applicant  
James Kochon, respondent  
April Manuel, respondent

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

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the rent was paid by September 30, 2005.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$995.

The respondents did not dispute the allegations but stated that they had no income at this time due to an injury and that Mr. Kochon had made application for assistance through Workers Compensation and Income Support.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$995. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid but I believe some additional time is in order to allow the respondents time to determine if assistance is available. .

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$995 and terminating the tenancy agreement on October 15, 2005 unless the rent arrears and the October, 2005 rent, totalling \$1990 is paid in full. The respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer