

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MARK BUCHANAN AND MIKE BUCHANAN**, 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 -

MARK BUCHANAN AND MIKE BUCHANAN

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 one thousand six hundred ninety dollars (\$1690.00).
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 408, 42 Con Road, Yellowknife, NT shall be terminated on October 31, 2008, and the respondents shall vacate the premises on that date unless rent arrears and the October, 2008 rent in the total amount of two thousand eight hundred fifteen dollars (\$2815.00) are 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 25th day of September, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

MARK BUCHANAN AND MIKE BUCHANAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 23, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aleem Shivji, representing the applicant
Mark Buchanan, respondent
Mike Buchanan, respondent

Date of Decision: September 23, 2008

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.

The applicant provided a statement which indicated a balance of rent owing as at August 20, 2008 in the amount of \$1565. The applicant stated that since that date the September rent of \$1125 had come due and two payments totalling \$1000 had been made, bringing the balance owing to \$1690.

The respondents did not dispute the allegations and indicated that they would be able to pay the rent arrears and the October, 2008 rent by October 31, 2008. The applicant agreed to continue the tenancy agreement if the rent arrears and the October, 2008 rent were paid in full by that date.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1690. 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 applicant rent arrears in the amount of \$1690 and terminating the tenancy agreement on October 31, 2008 unless those rent arrears and the October rent in the total amount of \$2815 are paid in full. The order shall also require the

respondents to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer