

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **CHANTEL LAFFERTY AND LANCE LAROCQUE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

- and -

CHANTEL LAFFERTY AND LANCE LAROCQUE

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 four thousand five hundred dollars (\$4500.00).
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 611 Anson Drive, Yellowknife, NT shall be terminated on February 4, 2013 and the respondents shall vacate the premises on that date, unless the rent arrears and the February, 2013 rent in the total amount of six thousand seven hundred fifty dollars (\$6750.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **CHANTEL LAFFERTY AND LANCE LAROCQUE**, 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.

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

-and-

CHANTEL LAFFERTY AND LANCE LAROCQUE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 23, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lynn Elkin, representing the applicant

Date of Decision: January 23, 2013

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail which were confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$4500. The monthly rent for the premises is \$2250. The written tenancy agreement obligates the tenants to pay rent in advance, on or before the first day of each month.

The applicant agreed to continue the tenancy agreement if the rent arrears and the February, 2013 rent were paid in full on or before February 4, 2013.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$4500. 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 \$4500 and terminating the tenancy agreement on February 4, 2013 unless the rent arrears and the February, 2013 rent are paid in full. I find that amount to be \$6750 calculated as follows:

Rent arrears	\$4500
February/13 rent	<u>2250</u>
Total	\$6750

An eviction order to be effective on February 5, 2013 unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer