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| COURT FILE NUMBER | 2312 00066 |
| RTDRS CASE NUMBER | R23/001507 |
| TRIBUNAL | Residential Tenancy Dispute Resolution Service – Government of Alberta |
| APPLICANT Landlord | Amanda Gering |
| RESPONDENT Tenant | Grace Wakefield |
| DOCUMENT | Unconditional Order |
| NAME, PHYSICAL ADDRESS FOR SERVICE, EMAIL ADDRESS AND TELEPHONE NUMBER FOR PARTY FILING THE ORDER | Amanda Gering 4303 43a Avenue Leduc, Alberta T9E4T4 amandagering@gmail.com (780) 953-8260 |
| LEGISLATION | Residential Tenancies Act Statutes of Alberta, 2004, Chapter R-17.1 and Amendments and Regulations thereto |

DATE OF HEARING: 21 February 2023

DATE OF ORDER: 21 February 2023

NAME OF TENANCY DISPUTE OFFICER WHO MADE THIS ORDER: A. MACIAG

LOCATION OF HEARING: By Telephone Conference

ADDRESS OF THE RENTAL PREMISES: 142-142 Selkirk Place, Leduc, Alberta

UPON THE APPLICATION of the Landlord;

AND UPON FINDING that service was properly effected in accordance with the *Residential Tenancies Act* and/or the *Residential Tenancy Dispute Resolution Service Regulation* by way of e-mail followed by an acknowledgment e-mail from the Tenant;

AND UPON having read the application of the Landlord;

AND UPON having heard what was said by the Landlord, Amanda Gering; **AND UPON** no one attending for the Tenant, Grace Wakefield despite unsuccessful efforts made to contact the Tenant by telephone at the commencement of the hearing.

THE TENANCY DISPUTE OFFICER FINDS THAT:

The tenant has substantially breached the *Residential Tenancies Act* and/or the Tenancy Agreement under section:
21(a) Failing to pay rent when due.

IT IS ORDERED THAT:

The tenancy between the Landlord and Tenant in respect of the rental premises is terminated effective the 21 February 2023.

The Tenant shall deliver up vacant possession of the rental premises no later than 7 days from the date of service of this Order upon the Tenant.

The Landlord shall have Judgment against the Tenant for:

unpaid rent, up to and including the 28 February 2023 in the amount of \$2,950.00;

PLUS damages to the rental premises in the amount of \$183.75 (replacement of broken window);

PLUS damages to the rental premises in the amount of \$100.00 (replacement lock)

PLUS costs in the amount of \$75.00, inclusive of disbursements,

for a combined Judgment in the amount of **\$3,308.75**.

The Landlord shall be entitled to \$38.63 per day from the 1 March 2023 until the date that the Landlord obtains possession of the rental premises, as unpaid rent and/or compensation for use and occupation of the rental premises. This amount is in addition to the Judgment amount above.

Reasons to support this decision and order were provided orally during the hearing.

This Order is binding on the parties when issued and, on being filed at the Court of King's Bench, is enforceable in the same manner as an Order of the Court. After the filed Order has been served on the Tenant, an Affidavit of Service must be filed at the Court before a civil enforcement agency has authority to evict any occupant of the rental premises in accordance with the terms of this Order.



A. MACIAG
Tenancy Dispute Officer
21 February 2023