

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RODNEY  
PIERCY AND DARLENE NUKIK**, 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 -

**RODNEY PIERCY AND DARLENE NUKIK**

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 three dollars and fifty seven cents (\$1003.57).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment #208, 5600 52 Avenue, Yellowknife, NT shall be terminated on July 31, 2002 and the respondents 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*, should the tenancy agreement between the parties continue, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,  
2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **RODNEY PIERCY AND DARLENE NUKIK**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**RODNEY PIERCY AND DARLENE NUKIK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 9, 2002

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

**Appearances at Hearing:** Talib Rasheed, representing the applicant

**Date of Decision:** July 9, 2002

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on June 25, 2002 but failed to appear at the hearing. 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 the alleged rent arrears and terminating the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1003.57. The ledger appears to be in order.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1003.57. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1003.57 and terminating the tenancy agreement between the parties on July 31, 2002 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay all future rent on time.

---

Hal Logsdon  
Rental Officer