

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **JOSH OMILGOITUK**, Respondent;

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 **INUVIK, NT**.

BETWEEN:

902754 NWT LIMITED

Applicant/Landlord

- and -

JOSH OMILGOITUK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four thousand six hundred thirty dollars (\$4630.00).
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 23 Inuit Road, Inuvik, NT shall be terminated on April 30, 2002 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **JOSH OMILGOITUK**, Respondent.

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:

902754 NWT LIMITED

Applicant/Landlord

-and-

JOSH OMILGOITUK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Alkhatib, representing the applicant
Josh Omilgoituk, respondent

Date of Decision: April 3, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$4630. The rent statement indicates that the respondent has been in arrears since August, 2001.

The respondent did not dispute the allegations and indicated that he was unable to afford the rent and planned to vacate the premises. He indicated that he had applied for social housing and expected to be placed soon.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$4630. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$4630 and terminating the tenancy agreement between the parties on April 30, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer