

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **HELEN PRUDENT AND GREG PRUDENT**, 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 **INUVIK, NT**.

BETWEEN:

902754 NWT LIMITED

Applicant/Landlord

- and -

HELEN PRUDENT AND GREG PRUDENT

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 three thousand nine hundred eighty nine dollars (\$3989.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 21 Inuit Road, Inuvik, NT shall be terminated on April 30, 2002 and the respondents 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 **HELEN PRUDENT AND GREG PRUDENT**, 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:

902754 NWT LIMITED

Applicant/Landlord

-and-

HELEN PRUDENT AND GREG PRUDENT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 3, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Alkhatib, representing the applicant

Date of Decision: April 3, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 21, 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 between the parties. The applicant provided a rent statement which indicated a balance of rent owing in the amount of \$3989. The applicant testified that credit for work done in lieu of rent had also been included in the statement. The rent statement indicates that the respondent has been in arrears of rent since September, 2001.

I find the rent statement to be in order and find rent arrears in the amount of \$3989. 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 \$3989 and terminating the tenancy agreement between the parties on April 30, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer