

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **ALLAN ANTOINE AND LORNA NADLI**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ALLAN ANTOINE AND LORNA NADLI**

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 nine hundred forty four dollars (\$944.00).
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 Unit #12, Fort Providence, NT shall be terminated on August 31, 2003 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of nine hundred forty four dollars (\$944.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of July,  
2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ALLAN ANTOINE AND LORNA NADLI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 14, 2003

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Diana Gargan, representing the applicant

**Date of Decision:** July 14, 2003

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on June 20, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay the full amount of the rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the alleged rent arrears were promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$944. The applicant stated that both respondents were employed and could afford to pay the arrears promptly.

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 \$944.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$944 and terminating the tenancy agreement on August 31, 2003 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer