

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **LARRY GORDON**, 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:

**INUVIALUIT DEVELOPMENT CORPORATION**

Applicant/Landlord

- and -

**LARRY GORDON**

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 twenty one thousand one hundred thirty five dollars (\$21,135.00).
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 20A Stringer Road, Inuvik, NT

shall be terminated on March 21, 2003 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 7th day of March, 2003.

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Hal Logsdon  
Rental Officer

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Applicant, and **LARRY GORDON**, Respondent.

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R-5 (the "Act");

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BETWEEN:

**INUVIALUIT DEVELOPMENT CORPORATION**

Applicant/Landlord

-and-

**LARRY GORDON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 5, 2003

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

**Appearances at Hearing:** Tanya Gruben, representing the applicant

**Date of Decision:** March 5, 2003

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance on February 21, 2003 but failed to appear at the hearing. The hearing was held in his absence.

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 the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$19,600 as at January 1, 2003. The applicant testified that since that date, the February rent of \$1535 and the March rent of \$1535 had come due and one payment of \$1535 had been received bringing the balance owing to \$21,135.

I find the ledger in order and find rent arrears owing in the amount of \$21,135. In my opinion, the magnitude of the rent arrears and the poor payment history provide sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$21,135 and terminating the tenancy agreement on March 21, 2003 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer