

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **LORENZA PANAKTALOK**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

LORENZA PANAKTALOK

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 three hundred twenty eight dollars (\$328.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 135 Banke Crescent, Yellowknife, NT shall be terminated on April 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **LORENZA PANAKTALOK**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

LORENZA PANAKTALOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant

Date of Decision: April 11, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her 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 copy of the tenant ledger which indicated a balance of rent owing in the amount of \$328. The ledger indicates that no rent has been paid by the respondent since January, 2006.

A previous order (File #10-8571, filed on August 25, 2005) required the respondent to pay future rent on time.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$328. I find the respondent in breach of the previous order which required the payment of future rent on time. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Although the rent arrears are small, they represent over three months of rent. The respondent has made little effort to pay the monthly rent on time since the previous order was issued.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$328 and terminating the tenancy agreement on April 30, 2006.

Hal Logsdon
Rental Officer