

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **DAVID DUNTRA AND SARAH NANDE**, 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 LIARD, NT**.

BETWEEN:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

DAVID DUNTRA AND SARAH NANDE

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 dollars (\$900.00).
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 814, Caragana Road, Fort Liard, NT shall be terminated on September 15, 2006 and the respondents shall vacate the premises on that date, unless the rent arrears and the September, 2006 rent in the total amount of one thousand two hundred dollars (\$1200.00) is paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

DAVID DUNTRA AND SARAH NANDE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 10, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: August 10, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and 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 statement of the rent account which indicated a balance of rent owing in the amount of \$900. The rent for the premises is \$300/month and the respondent stated that the rent for September, 2006 would remain at \$300.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$900. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$900 and terminating the tenancy agreement on September 15, 2006 unless the rent arrears and the September rent in the total amount of \$1200 is paid in full. Should the tenancy agreement continue the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer