

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **DONNA KLONDIKE AND KIRK LOMEN**, 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 -

DONNA KLONDIKE AND KIRK LOMEN

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 one thousand three hundred ten dollars (\$1310.00).
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 811, Caragana Road, LTO 1910, Lot 197, Fort Liard, NT shall be terminated on December 29, 2006 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for December, 2006 in the total amount of one thousand six hundred ten dollars (\$1610.00) is paid in full.

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 22nd day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **DONNA KLONDIKE AND KIRK LOMEN**, 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:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DONNA KLONDIKE AND KIRK LOMEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 21, 2006

Place of the Hearing: Ft. Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: November 21, 2006

REASONS FOR DECISION

The applicant stated that the legal name of the landlord was Kotaneelee Housing Association.

The style of cause of the order will be amended to indicate the proper name of the applicant.

The respondents were served with Notices of Attendance sent by registered mail. The applicant stated that the respondents were still in possession of the premises. 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 account in evidence which indicated a balance of rent owing in the amount of \$1310. The rent for the premises is \$300/month.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1310. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent arrears are promptly paid. The applicant was satisfied to continue the tenancy agreement provided the rent was brought up to date by the end of December, 2006.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of

\$1310 and terminating the tenancy agreement on December 29, 2006 unless the rent arrears and the December, 2006 rent in the total amount of \$1610 is paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer