

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **ALEXANDER GRESL AND GAIL GRESL**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ALEXANDER GRESL AND GAIL GRESL**

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 hundred ninety two dollars (\$192.00).
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 661 Williams Avenue, Yellowknife, NT shall be terminated on December 15, 2006 and the respondents shall vacate the premises on that date unless the rent arrears in the amount of one hundred ninety two dollars (\$192.00) are 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 30th day of November, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ALEXANDER GRESL AND GAIL GRESL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

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

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** November 28, 2006

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession. 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$192.

I find the statement in order and find the respondents in breach of their obligation to pay rent. 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 \$192 and terminating the tenancy agreement on December 15, 2006 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer