

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA KOE AND LARRY ROBERT**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

LAURA KOE AND LARRY ROBERT

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 five hundred sixty three dollars (\$1563.00).
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 0008 William George Vittrekwa Street, Fort McPherson, NT shall be terminated on April 30, 2006 and the respondents 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 6th day of April,
2006.

Hal Logsdon
Rental Officer

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Applicant, and **LAURA KOE AND LARRY ROBERT**, Respondents.

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

LAURA KOE AND LARRY ROBERT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 4, 2006

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Laura Koe, respondent

Date of Decision: April 4, 2006

REASONS FOR DECISION

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 unless the arrears are promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1563.

The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1563. The respondents have been previously ordered to pay rent on time. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1563 and terminating the tenancy agreement on April 30, 2006 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer