

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ARCHIE INGLANGASUK AND ELIZA HAMMER**, 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 **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

ARCHIE INGLANGASUK AND ELIZA HAMMER

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 two thousand five hundred dollars (\$2500.00).
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 169 Gwich'in Road, Inuvik, NT shall be terminated on September 6, 2006 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for September, 2006 in the total amount of four thousand two hundred fifty dollars (\$4250.00) 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 25th day of August, 2006.

Hal Logsdon
Rental Officer

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-and-

ARCHIE INGLANGASUK AND ELIZA HAMMER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 22, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Darrin Holmes, representing the applicant

Date of Decision: August 22, 2006

REASONS FOR DECISION

The respondents were served 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 breached the tenancy agreement by failing to pay the full amount of rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2500. The monthly rent for the premises is \$1750.

I find the statement in order and find the rent arrears to be \$2500. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2500 and terminating the tenancy agreement on September 6, 2006 unless the rent arrears and the September, 2006 rent in the total amount of \$4250 is paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer