

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

SOCIAL HOUSING

Applicant/Landlord

- and -

KIRK LOMEN AND DONNA KLONDIKE

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 dollars (\$1560.00).
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 October 31, 2007 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 5th day of October,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **KIRK LOMEN AND DONNA KLONDIKE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

SOCIAL HOUSING

Applicant/Landlord

-and-

KIRK LOMEN AND DONNA KLONDIKE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 2, 2007**

Place of the Hearing: **Fort Liard, NT**

Appearances at Hearing: **Brenda Berreault, representing the applicant**

Date of Decision: **October 2, 2007**

REASONS FOR DECISION

The applicant stated that the premises had been sold to the NWT Housing Corporation who had reorganized the management of the portfolio under the legal name of "Social Housing". The applicant requested that the style of cause of the order reflect the new name of the landlord.

The respondents were served with Notices of Attendance sent by registered mail. The applicant testified 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. The applicant 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 in evidence which indicated a balance of rent owing in the amount of \$1560. A previous order (File #10-9199, filed on November 23, 2006) required the respondents to pay rent arrears and terminated the tenancy agreement on December 29, 2006 unless the rent arrears and December, 2006 rent was paid in full. The applicant stated that those rent arrears were not paid by December 29, 2006 but the landlord elected to not enforce the termination order. The rent statement indicates that the rent arrears named in the previous order have now been paid and the current arrears have accrued since the issuance of that order.

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 \$1560. 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 \$1560 and terminating the tenancy agreement on October 31, 2007 unless that amount is paid in full to the applicant.

Hal Logsdon
Rental Officer