

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **LORENZA PANATAKLOK**, Respondent;

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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**LORENZA PANATAKLOK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand two hundred eighty nine dollars and eighty three cents (\$2289.83).
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 Apartment 310, 4904 54<sup>th</sup> Avenue, Yellowknife, NT shall be terminated on December 14, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2007 in the total amount of three thousand four hundred eighty nine dollars and eighty three cents (\$3489.83) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of November, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **LORENZA PANATAKLOK**, Respondent.

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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**LORENZA PANATAKLOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 27, 2007

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

**Appearances at Hearing:** Kate Wilson, representing the applicant

**Date of Decision:** November 27, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. Prior to the hearing the respondent contacted the rental officer and made arrangements to appear by telephone. There was no answer when the rental officer attempted to contact the respondent by phone. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid. The applicant testified that since the tenancy commenced the respondent had paid only the amount of rent which was provided to her for rent assistance through the income security program.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2289.83. The monthly rent for the premises is \$1200.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2289.83. 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 respondent to pay the applicant rent arrears in the amount of \$2289.83 and terminating the tenancy agreement on December 14, 2007 unless the rent arrears

and the December, 2007 rent in the total amount of \$3489.83 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer