

IN THE MATTER between **AKLAVIK HOUSING ASSOCIATION**, Applicant, and **CLAYTON GORDON**, 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 **AKLAVIK, NT**.

BETWEEN:

**AKLAVIK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**CLAYTON GORDON**

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 ten thousand nine hundred sixty six dollars (\$10,966.00).
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 145, Aklavik, NT, shall be terminated on August 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of ten thousand nine hundred sixty six dollars (\$10,966.00) 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 9th day of August, 2007.

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Hal Logsdon  
Rental Officer

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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:

**AKLAVIK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**CLAYTON GORDON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 9, 2007

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

**Appearances at Hearing:** Flora Elanik, representing the applicant

**Date of Decision:** August 9, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his 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 between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$10,966.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$10,966. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The respondent has been sent numerous notices demanding that rent be paid.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$10,966 and terminating the tenancy agreement on August 31, 2007 unless those rent arrears 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