

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **BOB SHENGTOK AND MERVIN GORDLAND**, 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:

902754 NWT LIMITED

Applicant/Landlord

- and -

BOB SHENGTOK AND MERVIN GORDLAND

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 four hundred fifty dollars (\$2450.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 34 Kugmallit Road. Inuvik, NT shall be terminated on May 31, 2002 and the respondents shall vacate the rental premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of April, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **BOB SHENGTOK AND MERVIN GORDLAND**, 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.

BETWEEN:

902754 NWT LIMITED

Applicant/Landlord

-and-

BOB SHENGTOK AND MERVIN GORDLAND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 3, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Alkhatib, representing the applicant

Date of Decision: April 30, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 20, 2002 but failed to appear at the hearing. The hearing was held in their absence.

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 between the parties. The applicant provided a statement of the rent account which indicated a balance owing in the amount of \$4250. The applicant testified that the balance included a credit applied to the rent account of \$1400. The applicant also testified that the rent for the premises was \$1500/month.

The rent statement does not include transactions prior to August, 2001 but opens with a balance of \$1800. The applicant was unable to provide any details or evidence regarding how that amount accrued. The decision was reserved to provide the applicant an opportunity to provide a complete accounting of the alleged arrears. No additional information was received by the Rental Officer.

In my opinion, it is not proper to consider allegations of rent arrears without evidence to indicate how such arrears accrued. As there was no testimony or evidence submitted with regard to the alleged arrears prior to August, 2001 I shall not consider them.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the

landlord. I find the rent arrears to be \$2450 calculated as follows:

Rent (August 1, 2001 to April 30, 2002)	\$13,500
Payments and credits (as per statement)	<u>(11,050)</u>
Balance of Rent Arrears	\$2450

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$2450 and terminating the tenancy agreement on May 31, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer