

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **EPIKELOUT EKPAKOHACK**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

EPIKELOUT EKPAKOHACK

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 one thousand eight hundred sixty five dollars (\$1865.00).
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 Apartment 207, 42 Con Road, Yellowknife, NT shall be terminated on February 28, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears 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 15th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **EPIKELOUT EKPAKOHACK**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

EPIKELOUT EKPAKOHACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant (by telephone)

Date of Decision: February 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 4, 2005 but failed to appear at the hearing. 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 unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1865.00.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the arrears to be \$1865.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1865.00 and terminating the tenancy agreement on February 28, 2005 unless the arrears are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer