

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and
ALEX POWDER AND HEATHER 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:

ACHO DENE KOE FIRST NATION

Applicant/Landlord

- and -

ALEX POWDER AND HEATHER KLONDIKE

Respondents/Tenants

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 four thousand seven hundred seventy dollars (\$4770.00).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and
ALEX POWDER AND HEATHER 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.

BETWEEN:

ACHO DENE KOE FIRST NATION

Applicant/Landlord

-and-

ALEX POWDER AND HEATHER KLONDIKE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 22, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: February 22, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the respondents vacated the premises sometime during the week preceding the hearing. 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 arrears.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at December 5, 2005 in the amount of \$4220. The applicant testified that since that date the January and February, 2006 rent had come due and no payments had been received, bringing the balance owing to \$4770. The rent for the premises is \$275/month.

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 \$4770. There is no requirement to terminate this tenancy agreement by order as the respondents have vacated the premises. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4770.

The applicant may apply the security deposit against any repairs of tenant damage or, if the

premises are in good order, to the satisfaction of this order. Should there be repairs of tenant damage which exceed the security deposit and accrued interest, the applicant may seek further relief subject to the 6 month time limit for applications.

Hal Logsdon
Rental Officer