

IN THE MATTER between **NIKITA PAZIUK AND GRANT PAZIUK**, Applicants,  
and **LESLIE MARIE**, 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 **FORT SMITH, NT.**

BETWEEN:

**NIKITA PAZIUK AND GRANT PAZIUK**

Applicants/Landlords

- and -

**LESLIE MARIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of one thousand five hundred fifty dollars (\$1550.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May,  
2006.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

**NIKITA PAZIUK AND GRANT PAZIUK**

Applicants/Landlords

-and-

**LESLIE MARIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 19, 2006  
**Place of the Hearing:** Fort Smith, NT via teleconference  
**Appearances at Hearing:** Nikita Paziuk, applicant  
**Date of Decision:** May 19, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent and by creating a disturbance. The applicants sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The parties have mutually agreed in writing to terminate the tenancy agreement on May 31, 2006. The written agreement, presented in evidence, conforms to the requirements of section 55 and is effective to terminate the tenancy agreement on May 31, 2006. Therefore there is no requirement to terminate the agreement by order or to consider the allegations concerning disturbance.

The applicant testified that the respondent had failed to pay any rent for the months of April and May, 2006. The rent for the premises is \$775/month.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1550. An order shall issue requiring the respondent to pay the applicants rent arrears in the amount of \$1550.

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Hal Logsdon  
Rental Officer