

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,  
and **FREDRICK NELSON**, 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 LIARD**.

BETWEEN:

**KOTANEELEE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**FREDRICK NELSON**

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 four hundred eighty dollars (\$480.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as House 820, Fort Liard, NT shall be terminated on June 30, 2006 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 9th day of June, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**FREDRICK NELSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 9, 2006

**Place of the Hearing:** Fort Liard, NT via teleconference

**Appearances at Hearing:** Brenda Berreault, representing the applicant

**Date of Decision:** June 9, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was 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 applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$480.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$480. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid. Although not a large amount, the arrears represent over three months of outstanding rent.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$480 and terminating the tenancy agreement on June 30, 2006 unless the 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