

IN THE MATTER between **ABDALLAH EL-BEKAI**, Applicant, and **PETER KIKTORAK**, 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 **INUVIK, NT**.

BETWEEN:

**ABDALLAH EL-BEKAI**

Applicant/Landlord

- and -

**PETER KIKTORAK**

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 seven hundred fifty dollars (\$750.00).
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 Room #1, 55A Kugmalit Road, Inuvik, NT shall be terminated on June 22, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of one thousand five hundred dollars (\$1500.00) are paid in full.

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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 7th day of June, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**PETER KIKTORAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 6, 2007

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Abdallah El-Bekai, applicant  
Darrin Holmes, representing the applicant

**Date of Decision:** June 6, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the usual address of the respondent. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant and respondent are reversed on the application. The style of cause shall be corrected on the order.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, and failing to provide the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The applicant withdrew the request for repair costs.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$750. The written tenancy agreement, which commenced in August, 2006 obligated the tenant to pay a security deposit of \$750 and the statement indicated that no deposit has been paid.

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 \$750. In my opinion, there are sufficient grounds to terminate the tenancy

agreement unless the rent arrears and the outstanding security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$750 and terminating the tenancy agreement on June 22, 2007 unless the rent arrears and the security deposit in the total amount of \$1500 are paid in full.

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Hal Logsdon  
Rental Officer