

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **DOUG ANDERSON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**DOUG ANDERSON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to carry liability insurance in accordance with the tenancy agreement.
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 907, 5004 54th Street, Yellowknife, NT shall be terminated on January 31, 2012 and the respondent shall vacate the premises on that date unless the respondent provides proof of insurance to the applicant on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of January,  
2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **DOUG ANDERSON**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**DOUG ANDERSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 11, 2012

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

**Appearances at Hearing:** Gail Leonardis, representing the applicant (by  
telephone)

**Date of Decision:** January 11, 2012

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and 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 keep in force liability insurance as required by the written tenancy agreement between the parties. The applicant stated that the policy held by the respondent expired in September, 2011. The applicant provided two notices sent to the respondent after the expiry of the policy requesting proof of coverage. The applicant stated that no proof of coverage had been submitted.

Article 13(l) of the tenancy agreement obligates the tenant to obtain liability insurance and to keep it in force during the tenancy.

I find the respondent in breach of his obligation to keep the required insurance in force. This is not an unreasonable obligation. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent complies with the obligation.

An order shall issue requiring the respondent to obtain the required insurance and to provide proof of coverage to the applicant. The tenancy agreement shall be terminate on January 31, 2012 unless proof of coverage is provided to the applicant on or before that date.

---

Hal Logsdon  
Rental Officer