

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **FRANK KING**, 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 RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

FRANK KING

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 two thousand four hundred sixty four dollars (\$2464.00).
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 Unit #0002, Fort Resolution, NT shall be terminated on February 28, 2002 unless the respondent pays the applicant one hundred dollars (\$100.00). Provided the respondent makes this payment to the applicant, the respondent may pay the remaining rent arrears in monthly installments of no less than

ten dollars (\$10.00) payable with the monthly rent, the first payment being due no later than March 1, 2002 and payable on the first day of every month thereafter until the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of January, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

FRANK KING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 17, 2002

Place of the Hearing: Fort Resolution, NT

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Frank King, respondent

Date of Decision: January 17, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the payment of the alleged rent arrears and termination of the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2464.

The respondent did not dispute the allegations but testified that he ceased paying rent due to a dispute regarding eligibility for a home ownership program. In my opinion this dispute is not related to the tenancy agreement and is not within the jurisdiction of a rental officer. The tenancy agreement for the premises commenced in April, 1997 and payments of rent were made until November, 1997. No payments whatsoever have been made since then. Numerous notices were served on the respondent advising him of outstanding rent including a notice of termination served on November 20, 2001 requesting vacant possession on December 1, 2001. The respondent failed to vacate the rental premises.

There is no dispute regarding the non-payment of rent or the amount of accumulated rent arrears. Unfortunately, the landlord has allowed the non-payment of rent to continue without reasonable effort to remedy the situation. No application was filed until the respondent was 48 months in arrears despite the fact that there was no indication of the respondent's intention to pay. During this period, the landlord allowed the tenant to remain in possession of the premises for over two years despite the fact the respondent was residing outside the community without considering the

premises abandoned. In my opinion, this is not reasonable mitigation of loss. Accordingly, I am not willing to terminate this tenancy unconditionally. In my opinion, this tenancy agreement should only be terminated if the respondent fails to demonstrate his willingness to pay rent and acknowledge the rent arrears.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2464. An order shall be issued terminating the tenancy agreement on February 28, 2002 unless the respondent pays the applicant at least \$100 by that date. Should the respondent pay this amount to the applicant he may pay the remaining rent arrears in installments of at least \$10/month along with the regular rent. The first payment of rent and the additional \$10 shall be paid on March 1, 2002 and thereafter on the first day of every month until the rent arrears are paid in full.

Hal Logsdon
Rental Officer