

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION**, Applicant,
and **EILEEN BETSINA AND EDWARD ABEL**, Respondents;

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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

- and -

EILEEN BETSINA AND EDWARD ABEL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rental arrears in the amount of forty four dollars (\$44.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #16, Ndilo, NT shall be terminated on May 31, 2002 and the respondents shall vacate the rental premises on that date, unless rent arrears in the amount of three thousand five hundred four dollars and eighteen cents (\$3504.18) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION**, Applicant,
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BETWEEN:

YELLOWKNIVES DENE FIRST NATION

Applicant/Landlord

-and-

EILEEN BETSINA AND EDWARD ABEL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gerry Cheezie, representing the applicant

Date of Decision: May 16, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 5, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order for the payment of 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 \$3504.18. The ledger indicated that no payments of rent have been made by the respondents since November 2, 2002.

A previous order was filed by the rental officer on June 14, 2001 requiring the respondents to pay rent arrears and repair costs related to tenant damage in the amount of \$3460.18 and to pay future rent on time. The order has not been satisfied. The ledger indicates that since that time the following transactions have occurred:

Previous order	\$3460.18
Rent adjustment (April/01)	115.00
Rent assessed (July/01 to April/02)	320.00
Power costs	609.00
Rent received	<u>(1000.00)</u>
Balance owing	\$3504.18

I find the ledger in order and find the rent arrears to be \$3504.18. This is in excess of the previous order in the amount of \$44. Therefore an order shall be issued requiring the respondents to pay \$44.

The applicant provided a copy of an agreement made between the applicant and the respondents on September 6, 2001 obligating the respondents to pay outstanding rent arrears in monthly installments of \$100 commencing October 1, 2001. The applicant alleged that the agreement had been breached. The ledger supports the allegation.

Despite the previous order and the agreement made by the respondents to pay the arrears in an orderly manner, the arrears have increased since the issuance of the previous order. In my opinion, there are no other remedies available to the landlord except termination of the tenancy agreement. In my opinion, there are sufficient grounds to issue an order terminating the tenancy agreement unless the full amount of arrears are promptly paid.

An order shall be issued for the respondents to pay the additional rent arrears of \$44 and terminating the tenancy agreement between the parties on May 31, 2002 unless the full amount of arrears (\$3504.18) are paid in full.

Hal Logsdon
Rental Officer