

IN THE MATTER between **AKLAVIK HOUSING ASSOCIATION**, Applicant, and **TIMOTHY DICK**, 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 **AKLAVIK, NT**.

BETWEEN:

AKLAVIK HOUSING ASSOCIATION

Applicant/Landlord

- and -

TIMOTHY DICK

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 fifty seven dollars (\$2457.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 172, Aklavik, NT shall be terminated on November 15, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **AKLAVIK HOUSING ASSOCIATION**, Applicant, and **TIMOTHY DICK**, 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:

AKLAVIK HOUSING ASSOCIATION

Applicant/Landlord

-and-

TIMOTHY DICK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 29, 2002**

Place of the Hearing: **Aklavik, NT via teleconference**

Appearances at Hearing: **Flora Elanik, representing the applicant**

Date of Decision: **October 29, 2002**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on October 11, 2002 but failed to appear at the hearing. 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 copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2457. The ledger also indicated that the rent account had been in continuous arrears since the tenancy commenced in July, 2000 and that the last payment of rent provided by the respondent was in April, 2002. The applicant provided copies of numerous notices served on the respondent demanding payment of rent.

The respondent testified that the respondent had failed to provide any declaration of income since May 2002 although the tenant was employed during the summer. The respondent also provided a copies of agreements to pay rent arrears negotiated with the respondent in April, 2001 and again in April, 2002. The ledgers indicate that both agreements were breached by the respondent.

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 \$2457. In my opinion, the applicant has taken every measure

to collect the arrears while trying to preserve the tenancy. The respondent has shown no inclination to pay the rent on a regular basis. In my opinion, the termination of the tenancy agreement is the only remaining remedy available to the landlord and there are sufficient grounds to issue such an order.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2457 and terminating the tenancy agreement between the parties on November 15, 2002. The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer