

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **EDWARD POWER**, 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 **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**EDWARD POWER**

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 five thousand eight hundred sixty seven dollars (\$5867.00).
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 1 Porritt Street, Hay River, NT shall be terminated on February 14, 2003 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2003.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **EDWARD POWER**, 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:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**EDWARD POWER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 21, 2003

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Willa-Jean Conroy, representing the applicant

**Date of Decision:** January 21, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on January 7, 2003 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 arrears in the amount of \$5867. The ledger indicated that the last payment of rent was made on September 30, 2002 and that the rent account, with the exception of the first month of the tenancy in May, 2001, has been in continuous arrears.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and find the rent arrears to be \$5867. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$5867 and terminating the tenancy agreement between the parties on February 14, 2003 unless that amount is paid in full.

---

Hal Logsdon  
Rental Officer