

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **RAYMOND IRISH**, 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 -

RAYMOND IRISH

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 one hundred twenty eight dollars (\$128.00).
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 11B Saskatoon Drive, Hay River, NT shall be terminated on October 15, 2003 and the respondent shall vacate the rental premises on that date, unless the rent arrears in the amount of one hundred twenty eight dollars (\$128.00) is paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of September, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **RAYMOND IRISH**, 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-

RAYMOND IRISH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 22, 2003

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Roger Morrison, representing the applicant
Raymond Irish, respondent

Date of Decision: September 22, 2003

REASONS FOR DECISION

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 unless the arrears were promptly paid. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$128. The applicant served a notice of early termination on the respondent seeking vacant possession of the rental premises on August 8, 2003. The respondent did not vacate the premises.

The respondent did not dispute the allegations and indicated that he would be able to pay the rent arrears by September 30, 2003. The applicant stated that they would be satisfied with an October 15, 2003 deadline for the payment of the arrears.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$128. The rent for the premises, a public housing unit, has been \$32/month. The arrears represent four months of outstanding rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the arrears are promptly paid and a reasonable deadline for payment is October 15, 2003.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$128 and terminating the tenancy agreement on October 15, 2003 unless that amount is paid in full. The order shall also require the respondent to pay all future rent on time.

Hal Logsdon
Rental Officer