

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **RANDOLPH MERCREDI AND ESTHER MERCREDI**, 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 **FORT SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

RANDOLPH MERCREDI AND ESTHER MERCREDI

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 rent arrears in the amount of three thousand one hundred twenty one dollars (\$3121.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.
3. 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 0087, 8 McDougal Road, Fort

Smith, NT shall be terminated on February 27, 2004 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of three thousand one hundred twenty one dollars (\$3121.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

RANDOLPH MERCREDI AND ESTHER MERCREDI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 28, 2003

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant

Date of Decision: November 28, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on November 18, 2003 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 the full amount of rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and all future rent on time and terminating the tenancy agreement. The applicant requested that the tenancy agreement be terminated at the end on February, 2004 unless the alleged arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at November 28, 2003 in the amount of \$3121. The statement indicates that no rent has been paid since March 6, 2003. I find the statement in order and find the rent arrears to be \$3121. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The applicant's suggested deadline for payment is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3121 and to pay future rent on time. The order shall terminate the tenancy agreement on February 27, 2004 unless rent arrears of \$3121 are paid in full.

Hal Logsdon
Rental Officer