

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **DAVID FRANCEY**, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

DAVID FRANCEY

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 hundred sixty one dollars (\$561.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as TR138, 47F Dolphin Street, Inuvik, NT shall be terminated on October 24, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
DAVID FRANCEY, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

DAVID FRANCEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 2, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Diana Tingmiak, representing the applicant

Date of Decision: October 2, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 6, 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. The applicant provided a statement of account which indicated a balance of rent arrears in the amount of \$561. The statement indicates that the respondent has been in arrears since October, 2002 and has failed to pay the assessed rent in six of the past twelve months. In December, 2002 the respondent acknowledged his indebtedness and entered into an agreement with the applicant to pay his monthly rent plus an additional \$86. The statement indicates that this agreement was breached in five of the next ten months.

The applicant stated that the respondent makes payments when confronted with the possibility of termination and noted that a significant payment had been made after the application was filed.

A previous order was filed on September 2, 1999 requiring the respondent to pay rent arrears and to pay future rent on time. At that hearing, the applicant withdrew their request for an order terminating the tenancy agreement in favour of an order permitting the respondent to pay the arrears in installments.

Despite an order to pay the rent on time and arrangements with the landlord to pay arrears in installments, the respondent does not appear willing to pay regularly. The respondent has not appeared to provide any reasons why the rent has not been paid. In my opinion, there are sufficient grounds to terminate the tenancy agreement. I find the current rent arrears to be \$561.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$561 and terminating the tenancy agreement on October 24, 2003.

Hal Logsdon
Rental Officer