

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JONAS BOUVIER**, 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 **RAE, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

JONAS BOUVIER

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 eighteen thousand five hundred sixty five dollars and forty seven cents (\$18,565.47).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as #453 Weda Tili, Rae, NT shall be terminated on April 15, 2004 and the respondent shall vacate the premises unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of March, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JONAS BOUVIER**, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

JONAS BOUVIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 1, 2004

Place of the Hearing: Rae, NT

Appearances at Hearing: Mike Keohane, representing the applicant
Rose Dryneck, witness for the applicant

Date of Decision: March 4, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 16, 2004 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 rent ledger which indicated a balance of rent owing as at January 2, 2004 in the amount of \$33,941.11. The applicant testified that since that date no payments of rent had been received.

This tenancy agreement commenced on May 1, 1999. A previous tenancy agreement between the parties was terminated on July 8, 1998 and the arrears from that tenancy were entered on the current ledger. The arrears from the previous tenancy are \$17,361.64. A previous order was issued regarding the arrears from this tenancy (File #10-5355, Filed on May 27, 1998).

Although the written tenancy agreement does not reflect these terms, the applicant stated that the respondent was permitted to stay in the premises without paying any rent but was required to pay for all utilities. The applicant stated that the tenant was notified in April, 2003 that the terms of the written tenancy agreement would be enforced and that the monthly rent would be based on income and was currently assessed at \$993.

I find the rent arrears for the current tenancy agreement to be \$18,565.47 calculated as follows:

Rent arrears at Jan. 02/04 as per ledger	\$33,941.11
Rent for February, 2004	993.00
Rent for March, 2004	993.00
Less arrears - previous tenancy	<u>(17,361.64)</u>
Amount owing	\$18,565.47

The ledger indicates that no rent has been paid since May, 2003. I find the respondent has breached his obligation to pay rent and find sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$18,565.47 and terminating the tenancy agreement on April 15, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer