

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
LEONA RABESCA AND LARRY MICHEL, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

LEONA RABESCA AND LARRY MICHEL

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 thirty seven thousand forty two dollars (\$37,042.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 618, Rae-Edzo, NT shall be terminated on June 30, 2004 and the respondents shall vacate the premises on that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **LEONA RABESCA AND LARRY MICHEL**, 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.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

LEONA RABESCA AND LARRY MICHEL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 3, 2004

Place of the Hearing: Rae, NT

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

Date of Decision: June 3, 2004

REASONS FOR DECISION

The respondents were served with notices of attendance on May 26, 2004 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 rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant provided the tenant ledger records which indicated a balance of rent owing in the amount of \$37,042.00.

The tenant ledger indicates that the last payment of rent received was in May, 2003 and that except for that payment no rent has been received since September, 1998. Notices have been served on the respondents urging them to make some arrangements to pay their rent and arrears. The evidence suggests that the respondents have little intention of paying any rent. In my opinion, there is no effective remedy except to terminate the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$37,042. An order shall issue requiring the respondents to pay the rent arrears to the applicant and terminating the tenancy agreement on June 30, 2004. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer