

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLA BOLT AND SHELDON BOLT**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLA BOLT AND SHELDON BOLT

Respondent/Tenant

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 six hundred eighty four dollars (\$684.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 1550B, 23B Riverbend Road, Hay River, NT shall be terminated on October 15, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of October, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLA BOLT AND SHELDON BOLT**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLA BOLT AND SHELDON BOLT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 8, 2004**

Place of the Hearing: **Hay River, NT via teleconference**

Appearances at Hearing: **Rose Brown, representing the applicant
Sheldon Bolt, respondent**

Date of Decision: **October 8, 2004**

REASONS FOR DECISION

The applicant alleged that the respondents 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 between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at September 14, 2004 in the amount of \$684. The applicant testified that a payment of \$684 had been made on September 24, 2004 and that the October rent of \$684 had come due on October 1, 2004, bringing the balance owing to \$684.

The respondent did not dispute the allegations but stated that he worked out of town frequently and often had difficulty paying the rent on the first of each month. He stated that now that he was working in town, the rent could be paid promptly.

A previous order required the respondents to pay rent arrears and terminated the tenancy agreement unless the arrears were paid. The order was satisfied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$684. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. An order shall issue requiring the respondents to pay rent arrears in the amount of \$684 and terminating the tenancy agreement on October 15, 2004 unless those arrears are paid in full.

Hal Logsdon
Rental Officer