

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**JONAS MACCAULEY**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JONAS MACCAULEY**

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 twelve thousand five hundred twenty one dollars and seventy two cents (\$12,521.72).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JONAS MACCAULEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 6, 2004

**Place of the Hearing:** Tulita, NT

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** January 6, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on December 28, 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 between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$12,521.72. The ledger indicates that no rent payments have been received since May 31, 2001.

The application, filed on April 23, 2003 did not seek termination of the tenancy agreement nor have there been any notices of early termination served on the tenant since the application was filed. In my opinion, the respondent should be made aware of the remedies sought by the applicant prior to the hearing so they may prepare their case. The applicant's request for termination is therefore denied.

Mr. McCauley's total disregard of his obligation to pay rent is particularly disturbing because he lives with his elderly parents, who would not be required to pay rent if it was not for Mr. McCauley's income. If the tenancy agreement were to be terminated for non-payment of rent, his

parents would be without a home. By not paying rent, Mr. McCauley is ignoring not only his responsibility to the landlord but is also jeopardizing the well-being of his elderly parents. I urge him to make a suitable arrangement with the landlord for the orderly payment of the arrears before termination of the tenancy agreement becomes the only remaining option available to the landlord.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the ledger in order and find the rent arrears to be \$12,521.72. An order shall issue requiring the respondent to pay the rent arrears and to pay future rent on time.

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Hal Logsdon  
Rental Officer