

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **BOBBY CLEMENT JR. AND EVELYN PETER**, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

BOBBY CLEMENT JR. AND EVELYN PETER

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 twenty six thousand one hundred ninety two dollars (\$26,192.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #48, Tulita, NT shall be terminated on January 31, 2004 and the respondents shall vacate the premises on that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **BOBBY CLEMENT JR. AND EVELYN PETER**, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

BOBBY CLEMENT JR. AND EVELYN PETER

Respondents/Tenants

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 respondents were served with Notices of Attendance on December 27, 2003 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 between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$46,371.07.

A previous order was filed on December 17, 2001 requiring the respondents to pay rent arrears in the amount of \$20,179.07. The applicant provided a copy of the tenant ledger which indicated that only \$300 had been paid since the previous order was issued. The ledger indicated a current balance of rent owing in the amount of \$46,371.07. The applicant started that legal action to terminate the tenancy had been delayed to provide the respondents an opportunity to purchase the house.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$46,371.07. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

Taking the previous order into consideration, a further order shall issue requiring the respondents

to pay the applicant rent arrears in the amount of \$26,192 and terminating the tenancy agreement on January 31, 2004. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer