

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MELINDA MACCAULEY AND KENNY STEWART**, 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 -

MELINDA MACCAULEY AND KENNY STEWART

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #20-7663, filed on January 13, 2004) is rescinded and the respondents are ordered to pay rent arrears to the applicant in the amount of eleven thousand five hundred eleven dollars (\$11,511.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as House #0054, Tulita, NT shall be terminated on December 15, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of November, 2004.

Hal Logsdon
Rental Officer

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MELINDA MACCAULEY AND KENNY STEWART, Respondents.

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R-5 (the "Act");

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BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

MELINDA MACCAULEY AND KENNY STEWART

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 24, 2004

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant
Melinda MacCauley, respondent

Date of Decision: November 24, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order terminating the tenancy agreement. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as at October 29, 2004 in the amount of \$11,206. The applicant indicated that the November rent was \$305 and remained unpaid, bringing the balance owing to \$11,511.

The respondent did not dispute the allegations and offered to pay the rent in installments.

There have been three previous orders issued. All three have ordered the respondents to pay rent arrears and two have ordered the payment of the arrears through instalments. All three orders have been breached. Since the first order was issued in February, 1998 the rent arrears have increased by over \$8000. It is obvious from the evidence, that despite the willingness of the landlord to permit the arrears to be paid in an orderly manner, the respondents have made little or no effort to reduce the level of arrears. There does not appear to be any other remedy, other than termination of the tenancy agreement, that will stop the accumulation of even more arrears.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$11,511. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. An order shall issue rescinding the previous order and ordering the respondents to pay

the balance of rent owing in the amount of \$11,511 and terminating the tenancy agreement on December 15, 2004.

Hal Logsdon
Rental Officer