

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DANIELLE ANTOINE AND DAVID MANDEVILLE**, 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 -

**DANIELLE ANTOINE AND DAVID MANDEVILLE**

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 one thousand five hundred ninety seven dollars and forty three cents (\$1597.43).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 21B Stewart Drive, Hay River, NT shall be terminated on January 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January, 2005.

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Hal Logsdon  
Rental Officer

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-and-

**DANIELLE ANTOINE AND DAVID MANDEVILLE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 20, 2005

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

**Appearances at Hearing:** Christine Smith, representing the applicant

**Date of Decision:** January 20, 2005

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance by registered mail at the rental premises. The notices were returned unclaimed and the respondents failed to appear at the hearing. Section 71 of the *Residential Tenancies Act* provides for deemed service seven days after mailing. In accordance with the Act, proper service was deemed and the hearing was held in the absence of the respondents.

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 a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1597.43. The ledger indicates that the respondents have been in constant arrears. They appear to make frequent payments but never sufficient to address the full balance owing.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1597.43. 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 the applicant the rent arrears and terminating the tenancy agreement on January 31, 2005 unless the arrears are paid in full. The respondents should note that it is their obligation to pay the rent on the days it is due and that failure to do so is a breach of that

obligation which may result in termination of the tenancy agreement. Accordingly, I shall also order the respondents to pay future rent on time.

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Hal Logsdon  
Rental Officer