

IN THE MATTER between **RHONDA GUTOSKI**, Applicant, and **TIM BOYCE AND JACKIE BOYCE**, 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:

RHONDA GUTOSKI

Applicant/Landlord

- and -

TIM BOYCE AND JACKIE BOYCE

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 two thousand eight hundred fifty dollars (\$2850.00).
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 126 Paradise Road, Hay River, NT shall be terminated on January 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears and outstanding security deposit in the total amount of three thousand five hundred fifty dollars (\$3550.00) is paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **RHONDA GUTOSKI**, Applicant, and **TIM BOYCE AND JACKIE BOYCE**, 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:

RHONDA GUTOSKI

Applicant/Landlord

-and-

TIM BOYCE AND JACKIE BOYCE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 20, 2005

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Susan West, 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's representative alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant's representative testified that the tenancy agreement commenced on October 1, 2004 and that the October rent had been paid in full along with \$250 of the required security deposit. The applicant's representative stated that the monthly rent for the premises was \$950/month and the required deposit was \$950. The applicant's representative testified that no further payments had been received from the respondents resulting in rent arrears of \$2850 and an outstanding security deposit of \$700.

The applicant's representative has served notices demanding the rent and deposit. She testified that all her recent efforts to contact the respondents have failed but indicated that the respondents were still in possession of the premises. The applicant's representative sought an order requiring the respondents to pay the alleged rent arrears and outstanding security deposit and termination of the tenancy agreement but stated she would be willing to permit the tenancy agreement to

continue if the arrears and deposit were promptly paid.

I find the respondents in breach of their obligations to pay rent and the required security deposit. I find the rent arrears to be \$2850 and the outstanding deposit to be \$700. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2850 and terminating the tenancy agreement on January 31, 2005 unless the rent arrears and the balance of the security deposit in the total amount of \$3550 is paid in full.

Hal Logsdon
Rental Officer