

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOE BLACK AND MARGARET BLACK**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

JOE BLACK AND MARGARET BLACK

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 eighteen thousand one hundred ninety seven dollars and thirty eight cents (\$18,197.38).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as unit #433, Rae, NT shall be terminated on March 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of March, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOE BLACK AND MARGARET BLACK**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

JOE BLACK AND MARGARET BLACK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 2, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Bob Richardson, representing the applicant

Date of Decision: March 2, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on February 24, 2005 but failed to appear at the hearing. The hearing was held in their absence.

I note that the tenancy agreement is made between the applicant and Joe Black and Margaret Black as joint tenants. The style of cause of this order shall reflect those names.

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 \$18,197.38. The applicant testified that the last payment of rent was received on July 16, 2004. The applicant provided numerous notices to the respondents regarding the rent arrears.

Two previous orders have been issued requiring the respondents to pay rent. The most recent one was filed by the Dogrib Rae Band Housing Division, who previously managed the portfolio.

The applicant stated that the tenants are temporarily living in unit 433 while their unit is being repaired.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$18,197.38. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$18,197.38 and terminating the tenancy agreement on March 31, 2005 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer