

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **ALLAN ANTOINE AND LORNA ANTOINE**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ALLAN ANTOINE AND LORNA ANTOINE**

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 four thousand nine hundred two dollars and forty cents (\$4902.40).
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 Unit 12, Lot 53 South, Fort Providence, NT shall be terminated on September 30, 2005 and the respondents shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,  
2005.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**ALLAN ANTOINE AND LORNA ANTOINE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 8, 2005

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Loretta Landry, representing the applicant

**Date of Decision:** June 8, 2005

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance by registered mail, confirmed delivered, 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 in evidence which indicated a balance of rent owing in the amount of \$4902.40.

Two previous orders have been issued requiring the respondents to pay rent arrears. Both orders have been satisfied. The respondents have also been ordered to pay future rent on time.

The applicant stated that they would be willing to continue the tenancy agreement provided the rent arrears were paid in full by September 30, 2005.

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 \$4902.40. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The applicant's suggested termination date of September 30, 2005 is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of

\$4902.40 and terminating the tenancy agreement on September 30, 2005 unless this amount is paid in full.

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Hal Logsdon  
Rental Officer