

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BYRON BUTT**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BYRON BUTT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three hundred ninety seven dollars and sixty cents (\$390.60).
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 Apartment #105, 5123 53rd Street,

Yellowknife, NT shall be terminated on October 31, 2005 and the respondent 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 13th day of October, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **BYRON BUTT**, Respondent.

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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BYRON BUTT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 11, 2005**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Mary George, representing the applicant**

**Date of Decision:**                              **October 11, 2005**

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the full amount of the rent arrears was promptly paid. The rental premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$397.60. The applicant stated that included in that amount were two charges for electricity which were paid on behalf of the respondent when he failed to pay the supplier. The applicant sought termination of the tenancy agreement on October 31, 2005 unless the full amount of the arrears was paid in full.

I note that a previous order (File #7836B, filed on May 6, 2004) required the respondent to pay rent on time and to comply with his obligation to pay for electricity. Despite this order, the respondent has again fallen into arrears on both the rent and the electrical accounts.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$397.60.

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 respondent to pay the applicant rent arrears in the amount of \$397.60 and terminating the tenancy agreement on October 31, 2005 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer