

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CHERYL CARDINAL AND NIEL HARDISTY**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

CHERYL CARDINAL AND NIEL HARDISTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of two thousand one hundred fifty nine dollars and eighty one cents (\$2159.81).
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 5427 52nd Street, Yellowknife, NT shall be terminated on November 21, 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 1st day of
November, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CHERYL CARDINAL AND NIEL HARDISTY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 1, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: November 1, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on October 22, 2005 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 termination of the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$2159.81. An agreement between the parties, dated September 14, 2004, was submitted in evidence. The agreement set out that the respondents would pay the monthly rent plus an additional \$100/month. The applicant testified that the respondents initially made payments in accordance with the agreement but had ceased to pay the full monthly rent or any of the arrears. The arrears have increased by over \$700 since the agreement was signed. The applicant stated that they would be satisfied to permit the tenancy to continue if the rent arrears were promptly paid and suggested November 21, 2005 as a reasonable date for full payment.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2159.81. 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 \$2159.81 and terminating the tenancy agreement on November 21, 2005 unless the arrears are paid in full.

Hal Logsdon
Rental Officer