

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **RACHEAL MARTEL**, 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 **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**RACHEAL MARTEL**

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 one hundred twenty eight dollars (\$128.00).
2. Pursuant to sections 54(4) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 55 Woodland Drive, Hay River, NT shall be terminated on December 15, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the December, 2005 rent in the total amount of one hundred sixty dollars (\$160.00) is paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2005.

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Hal Logsdon  
Rental Officer

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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:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**RACHEAL MARTEL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 30, 2005

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Christine Smith, representing the applicant

**Date of Decision:** November 30, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her 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 arrears and termination of the tenancy agreement. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$128. The premises are subsidized public housing.

I find the statement in order and find the respondent in breach of her obligation to pay rent. Although the arrears are small they represent four months of outstanding rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$128 and terminating the tenancy agreement on December 15, 2005 unless the arrears and the December, 2005 rent totalling \$160 is paid in full. The respondent shall also be ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer