

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOHN B. MICHEL AND MADELINE MICHEL**, 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 -

**JOHN B. MICHEL AND MADELINE MICHEL**

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 thirty seven thousand five hundred fifty six dollars and thirty two cents (\$37,556.32).
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 252 Edzia Tili, Rae, NT shall be terminated on January 31, 2006 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 14th day of December, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOHN B. MICHEL AND MADELINE MICHEL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2005

**Place of the Hearing:** Rae-Edzo, NT

**Appearances at Hearing:** Robert Richardson, representing the applicant

**Date of Decision:** December 13, 2005

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and 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 premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$37,556.32. The ledger indicated that the full unsubsidized rent had been charged since October, 2004. The applicant testified that the full rent had been charged because the respondents had failed to provide any income information on which to calculate the rent. The ledger also indicates that no rent has been paid since August, 1996. The applicant provided numerous notices to the respondents in evidence demanding payment of rent.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$37,556.32. Despite attempts by the landlord to collect the rent, the respondents have shown no inclination to pay anything. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$37,556.32 and terminating the tenancy agreement between the parties on January 31, 2006 unless the arrears are paid in full.

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Hal Logsdon  
Rental Officer