

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **URBAN ANTOINE AND LUCYANN 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

URBAN ANTOINE AND LUCYANN 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 seven thousand three hundred forty five dollars (\$7345.00).
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 #0040, Tulita, NT shall be terminated on May 16, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of seven thousand three hundred forty five dollars (\$7345.00) are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of April, 2005.

Hal Logsdon
Rental Officer

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URBAN ANTOINE AND LUCYANN 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.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

URBAN ANTOINE AND LUCYANN ANTOINE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 20, 2005

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: April 20, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance by registered mail confirm delivered on April 11, 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 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 as at December 31, 2004 in the amount of \$5828. The applicant testified that since that date, the January, February and March, 2005 rent had come due in the amounts of \$754/month and one payment of \$745 had been received, bringing the balance owing to \$7345.

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 \$7345. 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 rent arrears in the amount of \$7345 and terminating the tenancy agreement on May 16, 2005 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer