

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **TONY TATTI AND SALLYANN TATTI**, 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 -

TONY TATTI AND SALLYANN TATTI

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 two thousand three hundred ninety seven dollars (\$2397.00).
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 #0059, Tulita, NT shall be terminated on May 30, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand three hundred ninety seven dollars (\$2397.00) are paid in full.

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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BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

TONY TATTI AND SALLYANN TATTI

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
Tony Tatti, respondent
Sallyann Tatti, respondent

Date of Decision: April 20, 2005

REASONS FOR DECISION

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 \$1828. The applicant testified that since that date, the January, February and March, 2005 rent had come due in the amounts of \$257/month and one payment of \$202 had been received, bringing the balance owing to \$2397.

The respondents did not dispute the allegations but stated that they had tried to pay rent on two occasions recently and no one in the office was available to accept it. The respondents stated that they could pay \$1000 immediately and pay the remaining balance by May 30, 2005. The applicant stated that they would not object to the tenancy continuing provided the arrears were promptly paid and future rent paid on time.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2397. 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 \$2397 and

terminating the tenancy agreement on May 30, 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