

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **BETTY ANN MICHEL AND AUGUST BLACK**, 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 Behchokö, NT.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

BETTY ANN MICHEL AND AUGUST BLACK

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 twenty eight thousand five hundred seventy four dollars and thirty two cents (\$28,574.32).
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 Unit 674, Behchokö, NT shall be terminated on April 30, 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 11th day of April, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **BETTY ANN MICHEL AND AUGUST BLACK**, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

BETTY ANN MICHEL AND AUGUST BLACK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2005 continued April 6, 2006
<u>Place of the Hearing:</u>	Behchokö, NT
<u>Appearances at Hearing:</u>	Robert Richardson, representing the applicant (December 13, 2005) Rose Dryneck, representing the applicant (April 6, 2006) Betty Ann Michel, respondent (December 13, 2006 only)
<u>Date of Decision:</u>	April 6, 2006

REASONS FOR DECISION

This matter was initially heard on December 13, 2005. At that time the respondents stated that they had purchased a house and were in the process of moving. The matter was adjourned *sine die* to permit the respondents to vacate the premises and the applicant to settle the security deposit. The matter was continued on April 6, 2006 at the request of the applicant. The respondents were served with Notices of Attendance on March 26, 2006 but failed to attend the continuation of the hearing. The hearing was continued 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.

The applicant testified that the respondents had not vacated the premises and had not paid any rent since the hearing was adjourned in December, 2005. The rent has continued to be assessed at the full unsubsidized rate as the respondents have not provided any income information on which to base the subsidized rent. The applicant provided a copy of the tenant ledger card in evidence which indicated a balance of rent owing in the amount of \$28,574.32 as at April 4, 2006. The applicant stated that the Government of the NWT now assessed the rent and that the landlord had not yet been advised of the April rent assessment.

I find the respondents in breach of the tenancy agreement and find the rent arrears to be

\$28,574.32. The respondents do not appear to have any intention of paying the rent or complying with their obligation to report the household income in accordance with the tenancy agreement. No rent has been paid since September, 2004. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$28,574.32 and terminating the tenancy agreement on April 30, 2006 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer