

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **MIKE BYLAND SR.**, 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 **FORT SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MIKE BYLAND SR.**

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 thousand eight hundred six dollars and fifty two cents (\$1806.52).
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 #28, 10217C Antoine Drive, Fort Simpson, NT shall be terminated on May 1, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand eight hundred six dollars and fifty two cents (\$1806.52) are paid in full.

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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 22nd day of March, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MIKE BYLAND SR.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 16, 2006

**Place of the Hearing:** Fort Simpson, NT

**Appearances at Hearing:** Hilda Gerlock, representing the applicant

**Date of Decision:** March 16, 2006

**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 his absence. The respondent testified that the application was sent to the respondent by registered mail and also personally served on the respondent.

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 rent 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 \$1806.52. The applicant noted that no rent payments had been made since September, 2005.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1806.52. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The applicant suggested May 1, 2006 as a date for the full payment of the rent arrears which I believe is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1806.52 and terminating the tenancy agreement on May 1, 2006 unless those arrears are paid in full. Should this tenancy continue, the respondent is also order to pay all future rent on time.

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Hal Logsdon  
Rental Officer