

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ROGER BISSON AND LISA BISSON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ROGER BISSON AND LISA BISSON

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 nine hundred fifty five dollars (\$955.00).
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 1466 Gitzel Street, Yellowknife, NT shall be terminated on October 31, 2006 and the respondents shall vacate the premises on that date unless the rental arrears in the amount of nine hundred fifty five dollars (\$955.00) is 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 21st day of September, 2006.

Hal Logsdon
Rental Officer

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and **ROGER BISSON AND LISA BISSON**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ROGER BISSON AND LISA BISSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 20, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Roger Bisson, respondent

Date of Decision: September 20, 2006

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$955.

The respondent did not dispute the allegations and indicated that the arrears could be paid in full by the end of October, 2006 which was satisfactory to the applicant.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$955. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$955 and terminating the tenancy agreement on October 31, 2006 unless those arrears are paid in full. Should the tenancy continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer