

IN THE MATTER between **DOROTHEA A. MANGOLD**, Applicant, and **JEANNIE MARIE JEWELL AND MALCOLM JEWELL**, 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 **FORT SMITH, NT**.

BETWEEN:

**DOROTHEA A. MANGOLD**

Applicant/Landlord

- and -

**JEANNIE MARIE JEWELL AND MALCOLM JEWELL**

Respondents/Tenants

**AMENDED 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 four thousand two hundred fifty dollars (\$4250.00).
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 31 Poppy Crescent, Fort Smith, NT shall be terminated on January 31, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears 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 8th day of January, 2008.

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Hal Logsdon  
Rental Officer

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**JEANNIE MARIE JEWELL AND MALCOLM JEWELL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 8, 2008

**Place of the Hearing:** Fort Smith, NT via teleconference

**Appearances at Hearing:** Dorothea A. Mangold, applicant (by telephone)

**Date of Decision:** January 8, 2008

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent to the rental premises by registered mail. The respondents failed to appear at the hearing and 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 unless the alleged rent arrears were promptly paid. The applicant stated that the rent had not been paid since the commencement of the tenancy agreement on September 1, 2007. The applicant stated that a cheque for the September, 2007 rent had been returned to her by the bank due to insufficient funds. The applicant stated that she held a security deposit of \$850. The rent for the premises is \$850/month.

The tenancy agreement, a copy of the returned cheque, a statement of the rent arrears and a receipt for the security deposit were provided by the applicant in evidence. The applicant stated that the respondents may be permitting a relative to stay in the premises but had not requested an assignment of the tenancy agreement. The applicant stated that the accounts for utilities remained in the respondents' names.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$4250 calculated as follows:

September 2007 to January, 2008 (5 months @ \$850/month) - \$4250

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4250 and terminating the tenancy agreement on January 31, 2008 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer