

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**HARRY BEYONNIE AND RUBY BEYONNIE**, 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 **DELINE, NT**.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**HARRY BEYONNIE AND RUBY BEYONNIE**

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 seven thousand one hundred twenty dollars and fifty nine cents (\$27,120.59).
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 #12, Deline, NT shall be terminated on October 31, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of twenty seven thousand one hundred twenty dollars and fifty nine cents (\$27,120.59) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of  
September, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**HARRY BEYONNIE AND RUBY BEYONNIE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 25, 2009

**Place of the Hearing:** Deline, NT via teleconference

**Appearances at Hearing:** Phebie Kenny, representing the applicant

**Date of Decision:** September 29, 2009

### **REASONS FOR DECISION**

The respondents were sent a Notice of Attendance by registered mail but failed to pick up the notice. The rental officer contacted Harry Beyonnie by phone and provided him with the date, location and time of the hearing and Mr. Beyonnie stated that he would attend. A voice mail message was also left at the respondents' home telephone regarding the hearing. 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. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

A previous order (file #20-9134, filed on November 17, 2006) has been satisfied.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$27,120.59. The applicant stated that all of the rent assessed was calculated on the respondents' household income. The applicant stated that the respondents had previously arranged for rent payments to be made by payroll deduction but the deductions were not sufficient to meet the monthly rent assessment, resulting in increasing rent arrears. The applicant stated that the matter had been brought to the respondents' attention on several occasions but no adjustment to the deductions had been made. The applicant also stated that in

October, 2008 the respondents had agreed to pay the monthly rent plus an additional \$20/month but this agreement has been breached.

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

An order shall issue requiring the respondents to pay the applicant rent arrears of \$27,120.59 and terminating the tenancy agreement on October 31, 2009 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer