

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **ARNOLD VITAL**, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ARNOLD VITAL

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 eight thousand one hundred eighty four dollars (\$8184.00).
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 Unit #SC15, Deline, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of eight thousand one hundred eighty four dollars (\$8184.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **ARNOLD VITAL**, 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.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ARNOLD VITAL

Respondent/Tenant

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 30, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent did not appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as at September 30, 2009 in the amount of \$8184. All of the assessed rent has been adjusted to the respondent's household income.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The ledger indicates that the respondent has not paid any rent since February, 2006. In November, 2008 the respondent promised to pay the monthly rent plus an additional \$20/month until the rent arrears were paid. That agreement was breached. It does not appear that the respondent has any intention of paying rent or addressing the rent arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$8184 and terminating the tenancy agreement on October 31, 2009 unless those arrears are paid in full.

Hal Logsdon
Rental Officer