

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **JASON BATON**, 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 -

**JASON BATON**

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 seven thousand five hundred eighty nine dollars (\$7589.00).
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 101, Deline, NT shall be terminated on December 15, 2009 and the respondent shall vacate the premises on that date unless a payment of at least two hundred ninety seven dollars (\$297.00) is made to the applicant.

3. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, provided that the payment of two hundred ninety seven dollars (\$297.00) is received by the respondent on or before December 15, 2009 the remaining rent arrears may be paid in monthly installments of fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2009.
  
4. 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 2nd day of December, 2009.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JASON BATON**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

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

**Date of Decision:** November 25, 2009

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

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 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 in the amount of \$7342 as at November 12, 2009. The applicant also provided a copy of the Housing Subsidy Summary Report for November, 2009 which indicated that the November, 2009 was assessed at \$247. This assessment has not been posted to the ledger, bringing the balance owing to \$7589. All of the rent assessments have been adjusted to the respondent's household income. No rent payments have been made since October, 2008.

The applicant stated that the parties had agreed that provided the monthly rent was paid, the rent arrears could be paid in monthly installments of \$50 with the first payment of arrears becoming due on November 30, 2009. She noted that, to date, no rent or arrears payment has been made.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$7589.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the

respondent honours his agreement with the landlord and promptly pays the November, 2009 rent of \$247 and the additional arrears payment of \$50.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$7589. Unless the applicant receives a payment of at least \$297 on or before December 15, 2009 the tenancy agreement between the parties will be terminated on that date. If the payment of \$297 is received on or before December 15, 2009 the tenancy agreement will continue and the respondent ordered to pay the monthly rent on time and make an additional payment of no less than \$50 on or before that last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on December 31, 2009.

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Hal Logsdon  
Rental Officer