

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
BILLY NELSON, 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 **FORT LIARD, NT** .

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

BILLY NELSON

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 one thousand one hundred ninety six dollars (\$1196.00).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August,
2010.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

BILLY NELSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2010

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Lorayne Menicoche Moses, representing the applicant

Date of Decision: August 31, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to 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 and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing under the *Supported Lease Program*. The applicant testified that the respondent was no longer eligible for the program assistance as his income had fallen below the minimum annual income for the program.

The tenancy agreement was made for a term which expires on August 31, 2010. The parties have not entered into a new tenancy agreement.

The applicant provided a statement of the rent account which indicates a balance of rent owing in the amount of \$1196. The monthly rent of \$1480 has been adjusted to \$0 since January 1, 2005.

The respondent executed an agreement in October, 2009 promising to pay the rent arrears in monthly installments of \$100 commencing on November 1, 2009. No payments were made until April 14, 2010 when the respondent paid \$1480.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find

the rent arrears to be \$1196.

It isn't necessary to terminate this tenancy agreement by order since it expires on August 31, 2010 and the landlord is not obligated to enter into another tenancy agreement. If the landlord does not want to enter into another tenancy agreement and the tenant does not vacate after August 31, 2010 the landlord may make an application to a rental officer after August 31 to evict the tenant. On the other hand, the applicant appears to recognize the respondent's need for public housing and may wish to enter into a month-to-month agreement commencing on September 1, 2010 to try to arrange the repayment of the current arrears and placement in the public housing program which would better suit the respondent's current affordability level. After September 1, 2010 the landlord need only to give the respondent 30 days written notice to terminate the tenancy agreement at the end of any month. In my opinion, the decision as to when or if the tenancy agreement should be terminated should be left to the applicant. Therefore only an order requiring the respondent to pay the applicant rental arrears of \$1196 shall be issued.

Hal Logsdon
Rental Officer