

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **RONALD BEYONNIE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

RONALD BEYONNIE

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 eighty three dollars (\$1083.00).
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 100, Deline, NT shall be terminated on March 31, 2011 and the respondent shall vacate the premises on that date unless rent arrears in the amount of one thousand eighty three dollars (\$1083.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **RONALD BEYONNIE**, 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-

RONALD BEYONNIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 18, 2011

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Leslie Baton, representing the applicant
Ronald Beyonnie, respondent

Date of Decision: January 18, 2011

REASONS FOR DECISION

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 unless the arrears were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1083. The applicant stated that all of the rent assessed had been calculated based on the respondent's household income.

The respondent did not dispute the allegations and stated that he wanted to terminate the tenancy agreement on February 15, 2011 and intended to live in a tent.

I find the ledger in order and find rent arrears in the amount of \$1083. In my opinion, there are reasonable grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

Although the respondent expressed his desire to terminate the tenancy agreement and live in a tent, I suspect he may have second thoughts about that in February. For that reason, I shall issue an order requiring the respondent to pay rent arrears of \$1083 and terminate the tenancy agreement on March 31, 2011 unless the rent arrears are paid in full.

If the respondent wishes to move out in February, he certainly may do so but if he decides that he wants to continue the tenancy, he may do so by paying the rent arrears of \$1083 on or before March 31, 2011.

Hal Logsdon
Rental Officer