

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
DELMAR LAFLEUR, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DELMAR LAFLEUR

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 hundred thirty dollars and seventy seven cents (\$730.77).
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 4 Dessy Place, Hay River, NT shall be terminated on June 30, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
DELMAR LAFLEUR, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DELMAR LAFLEUR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 12, 2012**

Place of the Hearing: **Hay River, NT via teleconference**

Appearances at Hearing: **Christine Smith, representing the applicant**

Date of Decision: **June 12, 2012**

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail but failed to appear at the hearing. At the time of the hearing, there was no confirmation that the respondent had received the notice but a notice card had been left at his residence indicating where the Notice of Attendance could be picked up. The applicant stated that the respondent was still in possession of the premises. In my opinion, it is reasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$730.77. The applicant stated that all of the rent charged had been calculated based on the respondent's household income. The statement indicates that no rent has been paid since March 8, 2012. The applicant stated that they would be willing to continue the tenancy agreement if the rent arrears were promptly paid.

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 \$730.77. In my opinion, there are sufficient grounds to terminate the

tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$730.77 and terminating the tenancy agreement on June 30, 2012 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer