

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**MIRANDA (BATON) TANITON**, 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 -

**MIRANDA (BATON) TANITON**

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 five thousand two hundred fifty nine dollars and ninety three cents (\$5259.93).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of  
December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**MIRANDA (BATON) TANITON**, 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-

**MIRANDA (BATON) TANITON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 1, 2012

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

**Appearances at Hearing:** Phebie Kenny, representing the applicant  
Miranda (Baton) Taniton, respondent

**Date of Decision:** November 1, 2012

**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 and evicting the respondent. The premises are subsidized public housing.

This tenancy agreement commenced on September 1, 2010 and was terminated on April 1, 2012 when it was replaced by a tenancy agreement between the applicant and Miranda (Baton) Taniton and Gary Taniton.

The applicant provided a statement indicating that during the term of this tenancy agreement rent arrears had accrued in the amount of \$5259.93.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent liable for the payment of the arrears, totalling \$5259.93. Termination of the tenancy agreement is unnecessary as the agreement has already been terminated.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5259.93.

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Hal Logsdon  
Rental Officer