

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
BRIAN KOTCHEA AND LYLA PIERRE, Respondents;

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 **TROUT LAKE, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

BRIAN KOTCHEA AND LYLA PIERRE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred eighty dollars (\$880.00).
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 #70, Lot 260, Trout Lake, NT shall be terminated on April 10, 2015 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for April, 2015 totalling one thousand two hundred fifty five dollars (\$1255.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
BRIAN KOTCHEA AND LYLA PIERRE, Respondents.

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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

BRIAN KOTCHEA AND LYLA PIERRE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 19, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Betty Hardisty, representing the applicant
John Dewar, representing the applicant
Brian Kotchea, respondent
Lyla Pierre, respondent

Date of Decision: March 19, 2015

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent as at March 16, 2015 owing in the amount of \$880. The monthly rent for the premises is \$375. The tenancy agreement, which is made in writing, names both respondents as joint tenants.

The respondents did not dispute the allegations and stated that they would be able to pay the rent arrears promptly. The applicant stated that they would be willing to continue the tenancy if the rent arrears were paid.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$880. 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 respondents to pay the applicant rent arrears of \$880 and terminating the tenancy agreement on April 10, 2015 unless the rent arrears and the rent for April, 2015 in the total amount of \$1255 are paid in full.

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Rent arrears	\$880
April/15 rent	<u>375</u>
Total	\$1255

Hal Logsdon
Rental Officer