

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**ARSENNE MENACHO**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ARSENNE MENACHO**

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 twenty three thousand seven hundred forty dollars (\$23,740.00).
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 #0046, Tulita, NT shall be terminated on August 15, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of twenty three thousand seven hundred forty dollars (\$23,740.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of July,  
2007.

Hal Logsdon  
Rental Officer

---

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**ARSENNE MENACHO**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**ARSENNE MENACHO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 18, 2007

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

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** July 18, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance served 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 between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$23,740. The ledger indicates that no rent payments have been made by the respondent since December, 2006.

The full unsubsidized rent (\$1610/month, changed to \$1531/month in April, 2007) has been applied since May, 2006. Housing Subsidy Summary Reports and an Assessment History Report, presented in evidence, indicate that the full unsubsidized rent was applied based on the household income in April, May and June, 2006. After that date, the respondent failed to report any income information to the Income Security Officer on which to calculate the rent. Consequently the full unsubsidized rent was applied from July, 2006 to July, 2007.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$23,740. It is apparent from the evidence that the respondent has little or no intention of paying

rent or complying with the requirement of the tenancy agreement to report his income. 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 in the amount of \$23,740 and terminating the tenancy agreement on August 15, 2007 unless that amount is paid in full.

Hal Logsdon  
Rental Officer

---