

IN THE MATTER between **TSIIGEHTCHIC CHARTER COMMUNITY**, Applicant,
and **WAYNE CARDINAL**, 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 **TSIIGEHTCHIC, NT**.

BETWEEN:

TSIIGEHTCHIC CHARTER COMMUNITY

Applicant/Landlord

- and -

WAYNE CARDINAL

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 three thousand seven hundred forty five dollars (\$3745.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit 17, Tsiigehtchic, NT shall be terminated on July 15, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of June,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **TSIIGEHTCHIC CHARTER COMMUNITY**, Applicant,
and **WAYNE CARDINAL**, 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:

TSIIGEHTCHIC CHARTER COMMUNITY

Applicant/Landlord

-and-

WAYNE CARDINAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 28, 2002

Place of the Hearing: Tsiigehtchic, NT

Appearances at Hearing: Trefor Gates, representing the applicant
Patricia Andre, representing the applicant
Richard Stewart, representing the applicant

Date of Decision: June 28, 2002

REASONS FOR DECISION

The respondent was served a Notice of Attendance by registered mail on June 12, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the income of the household as required by the tenancy agreement between the parties. The applicant sought an order for the payment of alleged rent arrears and termination of the tenancy agreement.

The applicant provided a copy of the rent statement which indicated a balance as at May 31, 2002 in the amount of \$11,779. The applicant testified that since that time the respondent had complied with the obligation to report income for the months of February, March and April, 2002 and that the rent was to be adjusted from \$2710 to \$32 for those three months, bringing the balance owing to \$3745. The applicant testified that the respondent failed to report any income information for the month of January, 2002 and the full unsubsidized rent of \$2710 was assessed for that month. The applicant also testified that since the tenancy commenced in January, 2001 the respondent had made only one payment of rent in the amount of \$100 in June, 2002

A previous order was filed by a rental officer on April 2, 1997 ordering the respondent to pay the applicant rent arrears and to report income and terminating the tenancy agreement unless the rent was paid in full. The order applied to different rental premises and the applicant did not know if

the previous order was satisfied.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3745. In my opinion, the application of the full unsubsidized rent is justified as the respondent provided no income information on which to base the rent. In my opinion, the respondent has shown little inclination to pay rent and there are sufficient grounds to terminate the tenancy agreement.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3745 and terminating the tenancy agreement between the parties on July 15, 2002. The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer