

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
APRIL MARTEL AND ROBERT CAYEN JR., 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, regarding
the rental premises at **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

APRIL MARTEL AND ROBERT CAYEN JR.

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent April Martel shall pay the applicant rent arrears in the amount of two thousand five hundred sixty two dollars (\$2562.00).
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 24A-103rd Street, Hay River, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, provided the tenancy agreement continues, the respondent April Martel shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

APRIL MARTEL AND ROBERT CAYEN JR.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 16, 2004

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Rose Brown, representing the applicant

Date of Decision: January 16, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on December 26, 2003 but failed to appear at the hearing. The hearing was held in their absence.

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

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2562.

I note that the written tenancy agreement for the premises names only April Martel as tenant. Therefore the rent arrears are solely Ms. Martel's responsibility.

I find the ledger in order. I find that April Martel breached her obligation as tenant to pay rent. I find the rent arrears to be \$2562. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring April Martel to pay the applicant rent arrears in the amount of \$2562 and terminating the tenancy agreement on January 30, 2004 unless those arrears are paid in full. Should the

arrears be paid by January 30, 2004 and the tenancy continue, the order shall require Ms. Martel to pay future rent on time.

Hal Logsdon
Rental Officer