

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **THELMA SQUIRREL AND ROMEO BETSAKA**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

THELMA SQUIRREL AND ROMEO BETSAKA

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 two thousand four hundred ninety nine dollars and ten cents (\$2499.10).
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 64A, Lot 228, Fort Providence, NT shall be terminated on December 31, 2007 and the respondents shall vacate the premises on that date unless rent arrears in the amount of two thousand four hundred ninety nine dollars and ten cents (\$2499.10) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **THELMA SQUIRREL AND ROMEO BETSAKA**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

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-and-

THELMA SQUIRREL AND ROMEO BETSAKA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 28, 2007
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Loretta Landry, representing the applicant Thelma Squirrel, respondent
<u>Date of Decision:</u>	September 28, 2007

REASONS FOR DECISION

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 unless the alleged rent arrears were paid in full by December 21, 2007. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing as at July 30, 2007 in the amount of \$3337.64. That amount included the application of the full unsubsidized rent of \$1159 in July, 2007. The applicant stated that since the last entry to the ledger, the July, 2007 rent had been reassessed to \$175, the August, 2007 rent of \$186 had come due, the September, 2007 rent of \$175 had come due, and four credits totalling \$215.54 had been applied to the account, bringing the balance of rent owing to \$2499.10.

The respondents did not dispute the allegations and stated that they could pay the arrears in full by December 31, 2007.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2499.10. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these rent arrears are paid in full. An order shall issue requiring the respondents to pay rent arrears in the amount of \$2499.10 and terminating the tenancy agreement on December 31, 2007 unless that amount is paid in full. Should the tenancy agreement continue, the respondents are

also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer