

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **ROGER BISSON AND LISA BISSON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ROGER BISSON AND LISA BISSON**

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 three thousand three hundred dollars (\$3300.00).
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 1466 Gitzel Street, Yellowknife, NT shall be terminated on August 31, 2008 and the respondents shall vacate the premises on that date unless the rent arrears in the amount of three thousand three hundred dollars (\$3300.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of July,  
2008.

Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**ROGER BISSON AND LISA BISSON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 30, 2008

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** July 30, 2008

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 unless the alleged arrears were paid by August 31, 2008. The premises are subsidized public housing.

The applicant provided a statement of the rent which indicated a current balance of rent owing in the amount of \$4701. The applicant stated that they were not requesting the July, 2008 rent which was assessed at the full unsubsidized rate of \$1401 at this time, bringing the amount of relief sought to \$3300.

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 \$3300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3300 and terminating the tenancy agreement on August 31, 2008 unless those rent arrears are

paid in full.

Hal Logsdon  
Rental Officer

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