

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **BRENDA DENEYOUA**, 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 **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

BRENDA DENEYOUA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-9911 filed on February 11, 2008) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of eight thousand four hundred thirty one dollars (\$8431.00).
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 #38, 9802B - 102 Avenue, Fort Simpson, NT shall be terminated on January 31, 2009 and the respondent shall vacate the premises on that date unless rent arrears in the amount of eight thousand four hundred

thirty one dollars (\$8431.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **BRENDA DENEYOUA**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

BRENDA DENEYOUA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 19, 2008

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Ann O'Hare, representing the applicant

Date of Decision: November 19, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her 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 on January 31, 2009 unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant stated that the parties entered into an agreement in October, 2007 to pay rent arrears in monthly installments of \$50 but the agreement was breached by the applicant. An order (file #10-9911, filed on February 11, 2008) required the respondent to pay rent arrears of \$4505 in monthly installments of \$100. A statement of the rent account, entered in evidence by the applicant indicates a current balance of rent owing of \$8431. All monthly assessments have been calculated according to the respondent's household income.

The tenancy agreement between the parties was made for a term which ended on September 30, 2008. The applicant stated that they have offered a new tenancy agreement to the respondent but, to date she has not signed a new agreement. Section 67 of the *Residential Tenancies Act* sets out that the acceptance of rent alone does not operate to create a new tenancy agreement but, in my opinion, the landlord's offer and continued willingness to enter into another agreement with the

respondent, the continuing assessment of a subsidized rent and the respondent's continued possession of the premises acts to create a new agreement.

67.(1) A landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

(2) The acceptance by a landlord of arrears of rent or compensation for use or occupation of the rental premises, after notice of termination of tenancy has been given, does not operate as a waiver of the notice or as reinstatement of the tenancy or as the creation of a new tenancy unless the parties so agree.

(3) The burden of proof that a notice of termination has been waived or the tenancy has been reinstated or a new tenancy created is on the person so claiming.

I find the statement in order and find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find rent arrears in the amount of \$8431. In my opinion, there are sufficient grounds to rescind the previous order, order the payment of the remaining arrears in lump sum and terminate the tenancy agreement by order unless the arrears are paid by January 31, 2009.

An order shall issue rescinding the previous order, requiring the respondent to pay the applicant rent arrears in the amount of \$8431 and terminating the tenancy agreement on January 31, 2009 unless those arrears are paid in full.

Hal Logsdon
Rental Officer