

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **WILLIAM DOCTOR**, 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 **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

WILLIAM DOCTOR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, respondent shall pay the applicant rent arrears in the amount of twelve thousand one hundred twenty one dollars and eighty five cents (\$12,121.85).
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 #903B, Ndilo, NT shall be terminated on January 5, 2009 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of thirteen thousand seven hundred seven dollars and eighty five cents (\$13,707.85) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **WILLIAM DOCTOR**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

WILLIAM DOCTOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Stephan Folkers, representing the applicant

Date of Decision: December 17, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 13, 2008 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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$13,707.85. The full unsubsidized rent has been charged in August, September, October, November and December, 2008. A memo from the subsidy agent, provided in evidence, indicated that the respondent had not provided any income information on which to set a rent for those months.

A previous order (file #10-9276, filed on January 29, 2007), required the respondent to pay rent arrears of \$2596 and to pay the monthly rent on time. The ledger indicates that since the previous hearing date, the respondent has paid \$1010, leaving an unsatisfied balance of \$1586. Additional rent, including charges for electricity in the amount of \$12,121.85 have been applied since the previous hearing date.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the

application of the full unsubsidized rent to be reasonable but note that it shall be adjusted accordingly if the respondent reports the household income in accordance with the tenancy agreement. I find the rent arrears to be \$13,707.85, calculated as follows:

Previous order	\$2596.00
Rent paid since last order	<u>(1010.00)</u>
Unsatisfied balance	\$1586.00
New charges since last order	<u>12,121.85</u>
Amount owing applicant	\$13,707.85

Taking the unsatisfied balance of the previous order into account, an order shall issue requiring the respondent to pay rent arrears of \$12,121.85. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The respondent was previously ordered to pay the monthly rent on time and to pay the arrears. He has failed to pay the monthly assessed rent each month and has made no payments whatsoever since November, 2007. The tenancy agreement shall be terminated by order on January 5, 2009 unless the full amount of \$13,707.85 is paid in full.

Hal Logsdon
Rental Officer