

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **EUGENE VILLENEUVE**, 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 -

EUGENE VILLENEUVE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six hundred sixty dollars and ninety one cents (\$660.91).
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 #1098, 9906 - 102 Avenue, Fort Simpson, NT shall be terminated on February 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of six hundred sixty dollars and ninety one cents (\$660.91) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of January,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

EUGENE VILLENEUVE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2009

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: January 13, 2009

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance 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 on February 15, 2009 unless the arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$660.91. The applicant stated that all the rent had been calculated based on the respondent's household income.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$660.91. 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 respondent to pay rent arrears in the amount of \$660.91 and terminating the tenancy agreement on February 15, 2009 unless those arrears are paid in full.

Hal Logsdon
Rental Officer