

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
MIRANDA BATON AND GARY TANITON, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MIRANDA BATON AND GARY TANITON

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 four thousand three hundred sixty nine dollars and forty two cents (\$4369.42).
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 #14, Deline, NT shall be terminated on October 31, 2009 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of four thousand three hundred sixty nine dollars and forty two cents (\$4369.42) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
September, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
MIRANDA BATON AND GARY TANITON, 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.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MIRANDA BATON AND GARY TANITON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 25, 2009

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Phebie Kenny, representing the applicant

Date of Decision: September 29, 2009

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 between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$4369.42. The applicant stated that all of the rent assessed was calculated on the respondents' household income. The applicant also stated that the respondents had entered into an agreement in November, 2008 promising they would pay the monthly rent and an additional \$20 until the rent arrears were paid. That agreement has been breached.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. 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 of \$4369.42 and

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terminating the tenancy agreement on October 31, 2009 unless those arrears are paid in full.

Hal Logsdon
Rental Officer