

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JONAS MODESTE, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JONAS MODESTE

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 eight thousand six hundred two dollars (\$8602.00).
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 Unit #95, Deline, NT shall be terminated on October 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of eight thousand six hundred two dollars (\$8602.00) are paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JONAS MODESTE

Respondent/Tenant

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
Jonas Modeste, respondent

Date of Decision: September 25, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent 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 \$8602. The applicant stated that all of the rent assessed was calculated on the respondent's household income.

The respondent did not dispute the allegations. He stated that he had not been working and could not afford to pay the rent.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. Subsidized public housing adjusts rent based on the household income. I can not accept that the respondent has been unable to afford the assessed rent. The ledger indicates that the respondent has not paid any rent whatsoever since December, 2006. In October, 2008 the respondent promised to pay the monthly rent plus an additional \$20/month until the rent arrears were paid. That agreement was breached. It does not appear that the respondent has any intention of paying either the monthly rent or the arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$8602 and terminating the tenancy agreement on October 15, 2009 unless those arrears are paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer