

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DOLLY ANN NAHANNI, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DOLLY ANN NAHANNI

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 four dollars (\$8604.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Lot 449, Plan 1840, Wild Rose Acreage, Fort Simpson, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of October,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **DOLLY ANN NAHANNI**, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DOLLY ANN NAHANNI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 14, 2009**

Place of the Hearing: **Fort Simpson, NT via teleconference**

Appearances at Hearing: **Betty Hardisty, representing the applicant**

Date of Decision: **October 14, 2009**

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.

The premises are rented under a “lease to purchase” program. The premises were initially rented to the tenant for a two year term commencing on February 1, 1996 at a rent based on the tenant’s income. The applicant could have offered to sell the premises to the respondent at the expiry of the term but did not do so. No new written tenancy agreement was formed. Rent continued to be assessed based on the tenant’s income. The tenant has continued to occupy the premises.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at August 4, 2009 in the amount of \$8740. The applicant testified that since that date the September/09 rent of \$32 and October/09 rent of \$32 had come due and a payment of \$200 had been made in September/09, bringing the balance owing to \$8604.

The applicant also stated that John Hope, who appears on the tenancy agreement as a joint tenant, no longer occupies the premises. The application names only Ms Nahanni as respondent/tenant.

The applicant has sent numerous notices to the respondent regarding the rent arrears, offering options to resolve the issue. The applicant stated that the respondent has not responded to any of the notices nor has she attended the applicant's offices to discuss the matter.

I find the rent statement in order and find rent arrears in the amount of \$8604. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Except for the recent payment in September, 2009 the respondent has failed to make any payments of rent since July, 2004. Considering that for much of this tenancy, the rent was assessed at \$32/month, the amount of arrears is extraordinary.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$8604 and terminating the tenancy agreement on October 31, 2009.

Hal Logsdon
Rental Officer