

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY** Applicant,
and **DENNIS TANCHE**, 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 -

DENNIS TANCHE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file#10-10474, filed on November 28, 2008) is rescinded and the respondent ordered to pay the applicant rent arrears in the amount of eight thousand eight hundred ten dollars (\$8810.00).
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 #0041, 10221C Antoine Drive, Fort Simpson, NT shall be terminated on February 28, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of eight thousand

eight hundred ten dollars (\$8810.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
December, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

DENNIS TANCHE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 8, 2009

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Karen Douglas, representing the applicant

Date of Decision: December 8, 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 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 unless the rent arrears were promptly paid.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$8810. The applicant sought full payment of the rent arrears by February 28, 2010. The applicant stated that all of the rent had been assessed on the respondent's reported household income.

A previous order (file#10-10474, filed on November 28, 2008) required the respondent to pay rent arrears in monthly installments and to pay the monthly rent on time. The statement indicates that this order has been repeatedly breached.

I find the statement in order and find the respondent in breach of his obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$8810. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears of \$8810 and terminating the tenancy agreement on February 28, 2010 unless those arrears are paid in full.

Hal Logsdon
Rental Officer