

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **FRED JACOBSON**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

FRED JACOBSON

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 one thousand eight hundred fifteen dollars and fifty three cents (\$1815.53).
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 401, Tuktoyaktuk, NT shall be terminated on April 30, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2010.

Hal Logsdon
Rental Officer

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Applicant, and **FRED JACOBSON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRED JACOBSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 12, 2010

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Fred Jacobson, respondent

Date of Decision: April 12, 2010

REASONS FOR DECISION

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 subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3835.53. The applicant stated that a payment of \$2020 had just been made that morning, bringing the balance owing to \$1815.53.

The respondent did not dispute the allegations and stated that he would pay the remaining balance by April 30, 2010. The applicant agreed to continue the tenancy agreement if the arrears were paid in full by that date.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1815.53. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by April 30, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1815.53 and terminating the tenancy agreement on April 30, 2010 unless the arrears are paid in full. Provided the tenancy agreement continues, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer