

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
ANTHONY NITSIZA AND MARY VIRGINIA WEDAWIN, 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 .

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

ANTHONY NITSIZA AND MARY VIRGINIA WEDAWIN

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 five thousand six hundred five dollars (\$5605.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as House #1103, Whati, NT shall be terminated on July 31, 2010 and the respondents shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of July,
2010.

Hal Logsdon
Rental Officer

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ANTHONY NITSIZA AND MARY VIRGINIA WEDAWIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **July 9, 2010**

Place of the Hearing: **Whati, NT via teleconference**

Appearances at Hearing: **Gerry Cheezie, representing the applicant (appearing at
the Rental Office)
Mary Virginia Wedawin, respondent**

Date of Decision: **July 9, 2010**

REASONS FOR DECISION

The respondents no longer live together. Ms Wedawin is occupying the rental premises. The parties were served with Notices of Attendance sent by registered mail. Ms Wedawin signed for both notices and testified that she had given Mr. Nitsiza's notice to him. I am satisfied that Mr. Nitsiza was aware of the hearing and had the opportunity to appear. The matter was heard in his absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the rent account in evidence which indicated a balance of rent owing in the amount of \$5605. The applicant stated that it was their intention to enter into another tenancy agreement with Ms Wedawin as sole tenant and collect the arrears related to this tenancy agreement through repayment plans made with each of the tenants.

The respondent did not dispute the allegations and stated that the arrangement to enter into another tenancy agreement with her as sole tenant was acceptable to her.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$5605. In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5605 and terminating the tenancy agreement on July 31, 2010. If there is a security deposit, the principle and interest should be applied against the satisfaction of this order.

Hal Logsdon
Rental Officer