IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **PHILLIP VITAL AND TIFFANY BERREAULT**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act")and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT LIARD, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

PHILLIP VITAL AND TIFFANY BERREAULT

Respondents/Tenants

<u>ORDER</u>

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 three hundred eighteen dollars and four cents ($318.04).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of September, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **PHILLIP VITAL AND TIFFANY BERREAULT**, 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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

PHILLIP VITAL AND TIFFANY BERREAULT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing:	**September 28, 2010**
Place of the Hearing:	**Fort Liard, NT via teleconference**
Appearances at Hearing:	**Lorayne M. Moses, representing the applicant**
Date of Decision:	**September 28, 2010**

REASONS FOR DECISION

This matter was originally set for hearing on August 31, 2010 but was not heard because the

Notice of Attendance, sent by registered mail was not confirmed delivered. The notices were

later confirmed delivered on September 2, 2010. Mr. Vital contacted our office on that date and

was informed that another hearing date would be set and another notice sent by registered mail.

The mailing address was confirmed with Mr Vital. Notices were again sent by registered mail but

had not been confirmed delivered by September 28, 2010. The applicant stated that she had

personally contacted Ms Berreault when she was in Fort Liard on September 22 and advised her

of the hearing date. Neither respondent appeared at the hearing and the matter was heard in their

absence. I am satisfied that the respondents had every opportunity to appear at the hearing and

that deemed service pursuant to section 71(5) of the *Residential Tenancies Act* is reasonable.

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 statement of the rent account in evidence which indicated a balance of

rent owing as at August 1, 2010 in the amount of $254.04. The applicant testified that since that

date the September rent of $64 had come due and no payments had been made, bringing the

balance owing to $318.04.

The tenancy agreement between the parties was made in writing for a term commencing on January 16, 2010 and ending on July 15, 2010. The applicant stated that the term agreement had not been renewed and that the landlord did not intend on renewing it.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be $318.04. Although an amendment to the *Residential Tenancies Act* now provides for automatic renewal of term tenancy agreements in subsidized public housing, this amendment was not in force on July 15, 2010 when this tenancy agreement expired. I find no evidence that the parties entered into another tenancy agreement and therefore find this tenancy agreement was terminated on July 15, 2010. There is no requirement to terminate this tenancy agreement by order. The respondents are overholding. If they fail to give up possession, the applicant may file an application seeking eviction.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of $318.04.

Hal Logsdon
Rental Officer