

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
ERMA BATON AND TREVOR TAYLOR, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ERMA BATON AND TREVOR TAYLOR

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(2) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-11088, filed on December 2, 2009) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of twenty one thousand fifty four dollars and seventy five cents (\$21,054.75).
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 #62, Deline, NT shall be terminated on November 30, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of twenty one thousand fifty four dollars and

seventy five cents (\$21,054.75) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of October,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
ERMA BATON AND TREVOR TAYLOR, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ERMA BATON AND TREVOR TAYLOR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 14, 2010**

Place of the Hearing: **Deline, NT**

Appearances at Hearing: **Les Baton, representing the applicant**
 Trevor Taylor, respondent

Date of Decision: **October 14, 2010**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and had breached a previous order issued by a rental officer. The applicant sought an order rescinding the previous order and requiring the respondents to pay the alleged rent arrears in full and terminating the tenancy agreement unless those arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$21,054.75. All of the rent has been adjusted based on the reported household income.

A previous order (file 20-11088, filed on December 2, 2009) required the respondents to pay rent arrears of \$19,311.88 in monthly installments of no less than \$80 and to pay the monthly rent on time.

The respondent did not dispute the amount of rent owing but stated that they had never been advised that the payments they were making were insufficient to meet their obligations. The respondent stated that had they been notified that the arrears were accumulating, they would have corrected the problem. The respondent also stated that he had been trying to purchase the house. The applicant stated that they had meet with Ms Baton on July 10, 2010 and advised her of the seriousness of the arrears.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. It is also clear that the previous order has been breached. I find the rent arrears to be \$21,054.75. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. Surely the respondents recognized that the payments they were making were not sufficient to cover the rent and their agreement to pay the arrears. The landlord uses an accounting system which generates a receipt showing the balance owing after each payment or rent assessment. It is not difficult to see that the balance owing has not been decreasing.

An order shall issue rescinding the previous order and ordering the respondents to pay the applicant rent arrears of \$21,054.75. The tenancy agreement shall be terminated on November 30, 2010 unless those arrears are paid in full.

Hal Logsdon
Rental Officer