

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKENZIO,
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 -

SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKENZIO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, part 2 of the previous order (file #20-11122, filed on December 4, 2009) is rescinded and the respondent Susan Neyelle is ordered to pay the applicant rent arrears in lump sum in the amount of seven thousand dollars (\$7000.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the applicant and Susan Neyelle for the premises known as Unit 0097,

Deline, NT shall be terminated on November 30, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of seven thousand dollars (\$7000.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of October, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKENZIO,
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-

SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKENZIO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 14, 2010

Place of the Hearing: Deline, NT

Appearances at Hearing: Leslie Baton, representing the applicant

Date of Decision: October 14, 2010

REASONS FOR DECISION

The respondents were served with Notices of Attendance send by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and breached a previous order requiring the payment of rent arrears in monthly installments. The applicant sought an order rescinding the previous order and requiring the respondents to pay the rent arrears in lump sum and terminating the tenancy agreement unless the alleged arrears were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$16,818. The full unsubsidized rent of \$1654 has been applied in March, April, May, June, July, August and September, 2010. The applicant stated that the respondents had failed to provide any report of the household income to the landlord to enable a subsidized rent to be calculated for June, July, August and September. The applicant stated that he assumed that the respondents had also failed to provide any household income information to enable the March, April and May rents to be calculated but had no evidence of that from the subsidy agent.

As noted in the previous order (file #20-11122, filed on December 4, 2009), the tenancy agreements provided in evidence by the applicant indicate that Susan Neyelle and Derrick

Neyelle were joint tenants from April 1, 2006 to April 1, 2009. The applicant stated that Derrick Neyelle is also known as Derrick Mackenzio. Susan Neyelle has been the sole tenant since April 1, 2009. Keith Neyelle is not named as a tenant on any of the tenancy agreements.

The previous order required the respondents Susan Neyelle and Derrick Mackenzio to pay the applicant rent arrears of \$4856. The ledger indicates that no payments have been received in satisfaction of this order. Therefore, that order shall remain. There is no requirement to issue another order for these arrears.

The previous order, in part 2, orders Susan Neyelle to pay rent arrears of \$1974 in monthly payments of \$100. The ledger indicates that these arrears have increased to \$11,962. Clearly, part 2 of the previous order requiring Ms Neyelle to pay the arrears in instalments has been breached.

There is no direct evidence that the full unsubsidized rent for the months of March, April and May, 2010 was applied due to the failure of the respondent to provide the required income information. There was no evidence to permit me to determine the rent for these months.

Ignoring those three months, I find rent arrears which have accrued during Susan Neyelle's sole tenancy to be \$7000, calculated as follows:

Balance as per ledger	\$16,818
Less previous order	(4856)
Less March/10 rent	(1654)
Less April/10 rent	(1654)
Less May/10 rent	<u>(1654)</u>
Total	\$7000

I find the respondent Susan Neyelle in breach of her obligation to pay rent and in breach of the previous order. I find rent arrears of \$7000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are promptly paid. An order shall issue rescinding part 2 of the previous order and ordering Susan Neyelle to pay the applicant rent arrears in lump sum in the amount of \$7000. The tenancy agreement between the applicant and Susan Neyelle shall be terminated on November 30, 2010 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer