

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **FRANK ELEMIE JR.**, Respondent;

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 -

FRANK ELEMIE JR.

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the previous order (file #20-11124, filed on December 2, 2009) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of fourteen thousand two hundred ten dollars (\$14,210) and repair costs in the amount of two thousand six hundred fifty dollars (\$2650.00).
2. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0083, Deline, NT shall be terminated on November 30, 2010 and the respondent shall vacate the premises

on that date, unless the rent arrears and the repair costs in the total amount of sixteen thousand eight hundred sixty dollars (\$16,860.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of October, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **FRANK ELEMIE JR.**, 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.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRANK ELEMIE JR.

Respondent/Tenant

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 respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and had breached a previous order requiring the payment of rent arrears and repair costs in monthly installments. The applicant sought an order rescinding the previous order and requiring the respondent to pay the balance of the rent arrears and repairs costs and terminating the tenancy agreement unless the arrears and repair costs were promptly paid. The premises are subsidized public housing.

A previous order (File #20-11124, filed on December 2, 2009) required the respondent to pay rent arrears (\$6770) and repair costs (\$2650) in monthly installments of \$300. The applicant testified that no payments had been made for the repairs costs. A copy of the tenant rent ledger was provided by the applicant in evidence which indicated that only \$32 had been received in rent since the previous order was issued and that the balance of rent owing was now \$14,210.

The full unsubsidized rent has been applied in the months of June, July, August and September, 2010. The applicant testified that the respondent had failed to provide any income information on which to calculate a subsidized rent.

I find the respondent in breach of his obligation to pay rent and in breach of the previous order. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$14,210. I find the repair costs still owing to be \$2650. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid. The respondent has been given a reasonable opportunity to pay the arrears and repair costs and has made little or no effort to do so.

An order shall issue rescinding the previous order and ordering the respondent to pay the rent arrears of \$14,210 and repair costs of \$2650 and terminating the tenancy agreement on November 30, 2010 unless those amounts are paid in full.

Hal Logsdon
Rental Officer