

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **CLINT BAPTISTE**, 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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

CLINT BAPTISTE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand five hundred seventy two dollars (\$6572.00).
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 023, 4B Snowy Owl Avenue, Norman Wells, NT shall be terminated on February 15, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of six thousand five hundred seventy two dollars (\$6572.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **CLINT BAPTISTE**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

CLINT BAPTISTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 28, 2011

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Shelley Empey, representing the applicant
Clint Baptiste, respondent

Date of Decision: January 28, 2011

REASONS FOR DECISION

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

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$6572. The full unsubsidized rent has been applied in all months since the tenancy agreement commenced in June, 2010. The applicant testified that the rent was assessed based on the household income for June, July, August, September and October, 2010. The applicant testified that the respondent failed to provide any income information on which to calculate a subsidized rent for the remaining months.

The respondent did not dispute the allegations and stated that he intended to try to arrange a repayment plan with the applicant as soon as he determined what employment insurance benefits he would be receiving. The applicant expressed a willingness to continue the tenancy provided the parties could come to an agreement regarding the orderly payment of the arrears.

I find the application of the full unsubsidized rent to be reasonable and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$6572. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. Since the parties have expressed their intentions to try to work out a repayment plan, I do not

believe an eviction order is required at this time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6572 and terminating the tenancy agreement on February 15, 2011 unless those arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer