

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ANNE THRASHER AND ANDY KUDLAK, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ANNE THRASHER AND ANDY KUDLAK

Respondents/Tenants

ORDER

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 thirty six thousand seven hundred sixty dollars and twenty eight cents (\$36,760.28).
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 #31, Paulatuk, NT shall be terminated on April 15, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of thirty six thousand seven hundred sixty dollars and twenty eight cents (\$36,760.28) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ANNE THRASHER AND ANDY KUDLAK, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ANNE THRASHER AND ANDY KUDLAK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 18, 2011
<u>Place of the Hearing:</u>	Paulatuk, NT via teleconference
<u>Appearances at Hearing:</u>	Keith Dowling, representing the applicant Anne Thrasher, respondent Andy Kudlak, respondent
<u>Date of Decision:</u>	March 18, 2011

REASONS FOR DECISION

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 copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$36,760.28. The applicant testified that all of the rent assessed had been adjusted to the reported household income.

The respondents did not dispute the allegations but stated that they expected a residential school settlement in the very near future and would apply that to the rent arrears.

I find the ledger in order and find rent arrears of \$36,760.28. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The respondents have been sent numerous notices regarding rent but have made little or no effort until recently to pay anything. No rent whatsoever was paid in 2010. They also neglected to report their income for long periods of time.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$36,760.28 and terminating the tenancy agreement on April 15, 2011 unless those rent arrears are paid in full.

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

Hal Logsdon
Rental Officer