

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MATTHEW LANDRY AND MILDRED SABOURIN**, 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 **FORT PROVIDENCE NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MATTHEW LANDRY AND MILDRED SABOURIN

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 four thousand three hundred ninety eight dollars and ten cents (\$4398.10).
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 68A, Lot 154, Fort Providence, NT shall be terminated on June 24, 2011 and the respondents shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MATTHEW LANDRY AND MILDRED SABOURIN**, 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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MATTHEW LANDRY AND MILDRED SABOURIN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 3, 2011
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Rose Vandell, representing the applicant Matthew Landry, respondent Mildred Sabourin, respondent
<u>Date of Decision:</u>	June 3, 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 a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$4398.10. The applicant stated that many notices had been served on the respondents urging them to address the arrears and agree to a payment plan but to date, the respondents have taken little or no action.

The respondents did not dispute the allegations. They offered no suggestions as to how they intended to address the arrears except that they would pay them when employment was found.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$4398.10. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$4398.10. The tenancy agreement between the parties shall be terminated on June 24, 2011 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer