

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KYLE ANDREW AND KATHLEEN HORASSI, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

KYLE ANDREW AND KATHLEEN HORASSI

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 one thousand one hundred seventy six dollars (\$1176.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as Unit #0103, Tulita, NT shall be terminated on November 15, 2011 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21 day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KYLE ANDREW AND KATHLEEN HORASSI, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

KYLE ANDREW AND KATHLEEN HORASSI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 20, 2011**

Place of the Hearing: **Tulita, NT via teleconference**

Appearances at Hearing: **Helen Squirrel, representing the applicant**
 Kyle Andrew, respondent

Date of Decision: **October 21, 2011**

REASONS FOR DECISION

Kyle Andrew was served with a Notice of Attendance but Kathleen Horassi was not. They are joint tenants and both reside in the premises. Mr Andrew confirmed that Ms. Horassi was aware of the hearing but chose not to attend. Given the circumstances, I do not think it is unreasonable to proceed without formal service on Ms Horassi.

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

The applicant provided copies of the tenancy agreements and tenant ledgers in evidence. The current tenancy agreement was made between the applicant and the respondents for a term commencing on April 1, 2010. Prior to that agreement tenancy agreement was made between the applicant and Kyle Andrew as the sole tenant. The applicant has treated both tenancies as one, transferring Mr. Kyle's arrears to the joint tenancy on April 1, 2010. I shall only consider rent arrears which have accrued since the formation of the current tenancy agreement on April 1, 2010.

The applicant's ledger indicates a balance or rent owing in the amount of \$2318. Considering only the rent arrears from the current tenancy agreement I find rent arrears of \$1176 calculated as

follows:

Rent assessed from April 1/10 to present	\$1458
Less payments made since April 1, 2010	<u>(282)</u>
Total	\$1176

The respondent did not dispute the rent arrears.

The ledger indicates that no rent whatsoever has been paid since April 29, 2011. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Both the small amount of rent paid during the term and the failure to pay any rent for nearly six months suggest that the respondents have little intention of meeting their obligation to pay rent.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1176 and terminating the tenancy agreement on November 15, 2011. An eviction order to become effective on November 16, 2011 shall be issued separately.

Hal Logsdon
Rental Officer