IN THE MATTER between YELLOWKNIFE HOUSING AUTHORITY, Applicant, and ROGER BISSON AND LISA BISSON, 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 **YELLOWKNIFE**, **NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ROGER BISSON AND LISA BISSON

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 five hundred sixty five dollars and fifty nine cents (\$565.59).
- 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 1466 Gitzel Street, Yellowknife, NT shall be terminated on November 30, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of November, 2011.

Hal Logsdon Rental Officer IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **ROGER BISSON AND LISA BISSON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ROGER BISSON AND LISA BISSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Roger Bisson, respondent

Date of Decision: November 4, 2011

- 2 -

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 between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in

the amount of \$565.59.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$565.59. In

my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$565.59 and

terminating the tenancy agreement on November 30, 2011 unless those rent arrears are paid in

full. The respondents shall also be ordered to pay future rent on time.

Hal Logsdon

Rental Officer