

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
CARL BERTRAND AND ELSIE MARCELLAIS, 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 LIARD, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CARL BERTRAND AND ELSIE MARCELLAIS

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 six hundred two dollars (\$602.00).
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 Lot 280, Plan 3621, Fort Liard, NT shall be terminated on December 9, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of six hundred two dollars (\$602.00) 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 15th day of
November, 2011.

Hal Logsdon
Rental Officer

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CARL BERTRAND AND ELSIE MARCELLAIS, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

CARL BERTRAND AND ELSIE MARCELLAIS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 15, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Lorayne M. Moses, representing the applicant
Betty Hardisty, representing the applicant

Date of Decision: November 15, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 which indicated a balance owing in the amount of \$626.12 as at October 1, 2011. The applicant stated that since that date the November, 2011 rent of \$302 had come due and a payment of \$326.12 had been received, bringing the balance owing to \$602.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$602. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$602 and terminating the tenancy agreement on December 9, 2011 unless that amount is paid in full. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer