

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ALLAN ANTOINE AND LORNA ANTOINE**, 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 -

ALLAN ANTOINE AND LORNA ANTOINE

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 fifteen thousand eight hundred fifty five dollars and eighty three cents (\$15,855.83).
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 72, Lot 56, Fort Providence, NT shall be terminated on February 20, 2012 and the respondents shall vacate the premises on that date unless rent arrears in the amount of fifteen thousand eight hundred fifty five dollars and eighty three cents (\$15,855.83) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ALLAN ANTOINE AND LORNA ANTOINE**, 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-

ALLAN ANTOINE AND LORNA ANTOINE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 25, 2012

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: January 27, 2012

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 arrears and terminating the tenancy agreement and evicting the respondents. 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 \$15,855.83. The applicant stated that all of the monthly rent assessments were based on the reported household in accordance with the rent scale.

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 \$15,855.83. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$15,855.83 and terminating the tenancy agreement on February 20, 2012 unless those arrears are paid in full. An eviction order to be effective on February 21, 2012 unless the rent arrears are paid in full on or before February 20, 2012 shall be issued separately.

Hal Logsdon
Rental Officer