

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,
Applicant, and **SARAH NANDE AND DAVID DUNTRA**, 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:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

SARAH NANDE AND DAVID DUNTRA

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 nine hundred sixteen dollars and eighty eight cents (\$4916.88).
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 #811-197 Birch Street, Lot 197, LTO 1910, Fort Liard, NT shall be terminated on September 1, 2012 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of four thousand nine hundred sixteen dollars and eighty eight cents (\$4916.88) are paid to the applicant.

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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 28th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,
Applicant, and **SARAH NANDE AND DAVID DUNTRA**, 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:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

-and-

SARAH NANDE AND DAVID DUNTRA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 26, 2012

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Ellen McLeod, representing the applicant

Date of Decision: June 26, 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 rent arrears and terminating the tenancy agreement. 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 \$4916.88. The full unsubsidized rent has been charged in March and June 2012.

The applicant stated that the respondents had not provided any income information on which to calculate a subsidized rent for those months.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable but note that if the respondents report their household income, the applicant is obligated to adjust the rent based on the reported household income. I find the rent arrears to be \$4916.88. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of

\$4916.88 and terminating the tenancy agreement on September 1, 2012 unless the rent arrears of \$4916.88 are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer