

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**JOHN MENACHO**, Respondent;

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 **DELINE, NT**.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JOHN MENACHO**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred eighty eight dollars (\$288.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of  
November, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**JOHN MENACHO**, Respondent.

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:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JOHN MENACHO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 1, 2012

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

**Appearances at Hearing:** Phebie Kenny, representing the applicant

**Date of Decision:** November 1, 2012

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. 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 \$288. All of the assessed rent is based on the household income. The applicant holds a security deposit of \$645.50.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$288. In my opinion, given the amount of arrears, recent payment history and the amount of security deposit held by the landlord, termination of the tenancy agreement is not reasonable. Instead, an order requiring the respondent to pay rent arrears of \$288 and to pay future rent on time shall be issued.

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Hal Logsdon  
Rental Officer