

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**LEROY BONIFACE**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**LEROY BONIFACE**

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 sixty six dollars (\$266.00).
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 Unit #0105, Tulita, NT shall be terminated on November 30, 2012 and the respondent shall vacate the premises on that day, unless the rent arrears in the amount of two hundred sixty six dollars (\$266.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of  
November, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**LEROY BONIFACE**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**LEROY BONIFACE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 5, 2012

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

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** November 5, 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. 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 \$266. The applicant stated that all of the rent had been assessed based on the reported household income.

I find the ledger in order and find rent arrears of \$266. This represents more than three months of arrears. 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 respondent to pay the applicant rent arrears in the amount of \$266 and terminating the tenancy agreement on November 30, 2012 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer