

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
NATHAN MODESTE, 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 -

NATHAN MODESTE

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 ten thousand two hundred eighty eight dollars (\$10,288.00).
2. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 114, Lot 5, Block 34, Deline, NT shall be terminated on January 31, 2013 and the respondent shall vacate the premises on that day unless rent arrears in the amount of ten thousand two hundred eighty eight dollars (\$10,288.00) are paid in full and full electrical service to the rental

premises is restored.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of January,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
NATHAN MODESTE, 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-

NATHAN MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 17, 2013

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Leslie Baton, representing the applicant

Date of Decision: January 17, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. 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 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 \$ 10,288. The full unsubsidized rent has been assessed in September, October, November and December, 2012. The applicant stated that the respondent had not provided any income information to enable the calculation of a subsidized rent for those months.

The applicant also stated that a load limiter had been installed by the supplier of electricity due to non-payment of electricity. The tenancy agreement between the parties obligates the tenant to pay for electricity during the term.

I find the application of the full unsubsidized rent to be reasonable but note that the landlord is obligated to retroactively adjust the rent as necessary if the tenant reports the household income in accordance with the tenancy agreement. I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$10,288.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid and the electricity is fully restored. The respondent has not paid any rent whatsoever since July, 2012. His failure to pay the electricity account is also a breach of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$10,288 and terminating the tenancy agreement on January 31, 2013 unless those arrears are paid in full and full electrical service to the premises is restored.

An eviction order to be effective on February 1, 2013 unless the rent arrears are paid and the electrical supply is fully restored on or before January 31, 2013 shall be issued separately.

Hal Logsdon
Rental Officer