

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **ERNEST SANGRIS AND THERESE FRANKI**, 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 **NDILO, NT**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**ERNEST SANGRIS AND THERESE FRANKI**

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 sixty three thousand two hundred fifty five dollars and sixty one cents (\$63,255.61).
2. 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 10th day of July, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **ERNEST SANGRIS AND THERESE FRANKI**, 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:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**ERNEST SANGRIS AND THERESE FRANKI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 25, 2014

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Stephan Folkers, representing the applicant  
Mary Tobie, representing the applicant

**Date of Decision:** June 25, 2014

### **REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but Canada Post advised that a delivery was attempted on June 16, 2014 and a notice left advising the respondents where the item could be picked up. In my opinion it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. 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. The applicant sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. 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 \$64,740.85. The respondent stated that the rent was calculated on the household income of the respondents using the approved rent scale. Included on the tenant ledger are six entries for legal costs totalling \$1485.24. In my opinion, these are a cost of doing business and not arrears of rent. Relief for legal costs are denied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$63,255.61 calculated as follows:

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Balance as per ledger	\$64,740.85
Less legal fees	<u>1485.24</u>
Rent arrears	\$63,255.61

An order shall issue requiring the respondents to pay the applicant rent arrears of \$63,255.61 and to pay future rent on time.

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Hal Logsdon  
Rental Officer