

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
MICHEAL BYLAND JR. AND ALLISON ANDERSON, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT SIMPSON, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

MICHEAL BYLAND JR. AND ALLISON ANDERSON

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 one thousand six hundred thirty one dollars (\$1631.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 607, Plan 3941, Fort Simpson, NT shall be terminated on May 1, 2015 and the respondents shall vacate the premises on that date unless the rent arrears and the rents for April and May, 2015 in the total amount of two thousand four hundred thirty one dollars (\$2431.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
MICHEAL BYLAND JR. AND ALLISON ANDERSON, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

MICHEAL BYLAND JR. AND ALLISON ANDERSON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 17, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Betty Hardisty, representing the applicant
John Dewar, representing the applicant

Date of Decision: March 17, 2015

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. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing of \$1800.68. Included in this amount was a charge for repairs of \$169.68. The application does not include the request for any relief for repairs nor has the applicant included any evidence regarding the repairs as part of the application.

A previous order (file #10-13655, filed on October 7, 2013) required the respondents to pay the monthly rent on time in the future. The rent ledger indicates that this order has been breached repeatedly.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$1631 calculated as follows:

Balance as per ledger	\$1800.68
Less repair costs	<u>(169.68)</u>
Rent arrears	\$1631.00

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 rent arrears of \$1631 and terminating the tenancy agreement on May 1, 2015 unless the rent arrears and the rents for April and May, 2015 in the total amount of \$2431 are paid in full. I calculate that amount as follows:

Rent arrears	\$1631
April rent	400
May rent	<u>400</u>
Total	\$2431

Hal Logsdon
Rental Officer