

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
ALVIN BATON, Respondent;

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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALVIN BATON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-13302, filed on March 28, 2013) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of two thousand eighty four dollars (\$2084.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0078, Lot 3, Block 43, Plan 3686, Deline, NT shall be terminated on May 31, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
ALVIN BATON, 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-

ALVIN BATON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 30, 2015

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Phebie Kenny, representing the applicant

Date of Decision: April 30, 2015

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 failed to comply with a previous order by failing to pay the ordered amount of rent and had continued to breach the tenancy agreement by failing to pay the monthly rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and evicting the respondent. The premises are subsidized public housing.

The previous order (file #20-13302, filed on March 28, 2013) required the respondent to pay rent arrears of \$1384 and terminated the tenancy agreement on April 30, 2013 unless that amount was paid in full on or before that date. An eviction order to be effective on May 1, 2013 unless the rent arrears were paid was also issued.

The applicant provided a statement of the rent account in evidence which indicated that the ordered rent arrears had not been paid by April 30, 2013 and that the balance of rent now owing was \$2084. Therefore the tenancy agreement was terminated on April 30, 2013 pursuant to the previous order. Although the parties did not enter into a new written tenancy agreement after April 30, 2013 the applicant continued to assess rent in accordance with the rent scale and did not file the eviction order allowing it to expire pursuant to section 86.1(3). In my opinion, there is now an implied tenancy agreement between the parties. The applicant also indicated that the

order for payment of the rent arrears had not been filed or enforced.

I find the rent statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2084. In my opinion there are sufficient grounds to terminate the tenancy agreement. The respondent has continued to pay rent only occasionally.

An order shall issue rescinding the previous order and ordering the respondent to pay the applicant rent arrears of \$2084 in lump sum and terminating the tenancy agreement on May 31, 2015. An eviction order to be effective on June 1, 2015 shall be issued separately.

Hal Logsdon
Rental Officer