

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
FRANK ELEMIE JR., 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 -

FRANK ELEMIE JR.

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the previous orders (file #20-11643, filed on October 20, 2010 and #20-12006, filed on July 12, 2011) are rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of ten thousand five hundred ninety four dollars and forty eight cents (\$10,594.48) and repair costs in the amount of two thousand six hundred fifty dollars (\$2650.00) in lump sum.
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0083, Lot 002, Block 012, 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

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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-

FRANK ELEMIE JR.

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
Frank Elemie Jr, respondent

Date of Decision: April 30, 2015

REASONS FOR DECISION

The respondent was served with a Notice of Attendance but failed to appear at 9:30 AM in accordance with the notice. The hearing was held in his absence. Mr. Elemie appeared in the afternoon and, with the agreement of the applicant, was permitted to speak to the allegations.

The applicant alleged that the respondent had breached the tenancy agreement by failing to comply with previous orders and by continued failure to pay rent. The applicant sought an order rescinding the previous orders, ordering the payment of the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondent.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$10,594.48. Repair costs of \$2650 were ordered to be paid in two previous orders. The applicant testified that they were still outstanding.

This tenancy agreement was terminated by order on November 30, 2010 when the respondent failed to pay the ordered rent arrears and repair costs (file #20-11643, filed on October 20, 2010). An eviction order was subsequently issued (file #20-12006B, filed on July 12, 2011) along with an order to pay the applicant additional rent arrears and compensation for use and occupation after November 30, 2010. The applicant testified that none of these orders were filed or enforced. The eviction order has now expired.

Mr. Elemie stated that he had been actively looking for work but has not been able to find any employment and was unable to pay the rent. He stated that he did not want to seek assistance through the *Income Security Program* because of “their attitude”.

Although this tenancy agreement was terminated by order and compensation based on the unsubsidized rent ordered, the applicant has continued to charge a subsidized rent since November, 2010. There was no new written tenancy agreement formed by the parties. In my opinion however, there is an implied tenancy agreement between the parties.

I find the respondent in breach of the previous orders and in breach of his obligation to pay the monthly rent. I find the ledger in order and find rent arrears of \$10,594.48. The repair costs of \$2650 have previously been determined. In my opinion, there are sufficient grounds to rescind the previous orders and order the payment of the rent arrears and repair costs in lump sum and terminate the tenancy agreement. Notwithstanding that the respondent has been given the opportunity to pay the outstanding amounts in reasonable monthly payments he has made little or no effort to pay the rent arrears, repair costs or the monthly rent. He has paid no rent whatsoever since January, 2014.

An order shall issue rescinding the two previous orders, ordering the respondent to pay the rent arrears of \$10,594.48 and repair costs of \$2650 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