

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **BILLY WILSON AND HELEN WILSON**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

BILLY WILSON AND HELEN WILSON

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 two thousand two hundred nine dollars and thirty four cents (\$2209.34).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0067, Fort McPherson, NT shall be terminated on July 31, 2015 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand two hundred nine dollars and thirty four cents (\$2209.34) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **BILLY WILSON AND HELEN WILSON**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

BILLY WILSON AND HELEN WILSON

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 7, 2015
<u>Place of the Hearing:</u>	Fort McPherson, NT via teleconference
<u>Appearances at Hearing:</u>	Elizabeth Firth, representing the applicant Billy Wilson, respondent Helen Wilson, respondent
<u>Date of Decision:</u>	May 7, 2015

REASONS FOR DECISION

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 and evicting the respondents. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2209.34. The applicant stated that all of the assessed rent had been calculated based on the reported household income of the respondents.

The respondents did not dispute the allegations but asked if the rent arrears could be paid over a period of several months. The landlord proposed that the rent arrears be paid in full on or before July 31, 2015 and the respondents agreed to that date.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2209.34. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay rent arrears of \$2209.34 and terminating the tenancy agreement on July 31, 2015 unless those arrears are paid in full on or before that date.

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An eviction order to be effective on August 1, 2015 unless the rent arrears of \$2209.34 are paid on or before July 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer