

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MURRAY BATES**, Respondent;

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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

MURRAY BATES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(2) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-14328, filed on November 18, 2014) is rescinded and the respondent ordered to pay the applicant rent arrears in the amount of six thousand one hundred eighty dollars (\$6180.00).
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 #144, Tuktoyaktuk, NT shall be terminated on June 30, 2016 and the respondent shall vacate the premises on that

date unless the rent arrears of six thousand one hundred eighty dollars (\$6180.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MURRAY BATES**, 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

MURRAY BATES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 3, 2016

Place of the Hearing: Tuktoyaktuk, NT via telephone

Appearances at Hearing: Lucille Pokiak, representing the applicant
Brian Larman, representing the applicant
Murray Bates, respondent

Date of Decision: March 3, 2016

REASONS FOR DECISION

The applicant alleged that the respondent had breached an order requiring him to pay the monthly rent on time plus an additional \$100/month until rent arrears were paid in full. The applicant sought an order requiring the respondent to pay the remaining balance of rent arrears in full and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a tenant ledger in evidence which indicated a balance of rent owing of \$6180.

A previous order (file 20-14328, filed on November 18, 2014) required the respondent to pay the monthly rent plus an additional \$100/month until the rent arrears of \$5245 were paid in full. Had the respondent satisfied the order, the rent arrears would now be reduced to \$3645.

Rent arrears at previous hearing	\$5245
less 16 months x \$100/month	<u>(1600)</u>
Total	\$3645

Instead the rent arrears have increased to \$6180. Clearly the previous order has been breached.

The respondent did not dispute the allegations.

The applicant expressed their willingness to continue the tenancy agreement provided the respondent made a reasonable effort to make regular payments of rent and retire the arrears. The

applicant suggested that the tenancy agreement be terminated by order on June 30, 2016 to give the respondent an opportunity to demonstrate his willingness to address the arrears.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$6180. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent agreed to the previous order but has not paid the monthly rent or the arrears in accordance with that order. In my opinion, the landlord is entitled to a termination order and the choice as to whether to enforce it or not should be theirs. I shall not, however, issue an eviction order at this time. The landlord may apply for an eviction order at a later date if necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6180 and terminating the tenancy agreement on June 30, 2016 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer