

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JOSEPHINE NOJEDA**, 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,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**JOSEPHINE NOJEDA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred thirty dollars (\$830.00).
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 6248 Finlayson Drive, Yellowknife, NT shall be terminated on February 15, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the February, 2005 rent in the total amount of one thousand seven hundred twenty six dollars (\$1726.00), is paid in full.  
DATED at the City of Yellowknife, in the Northwest Territories this 26th day of January, 2005.

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Hal Logsdon  
Rental Officer

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and **JOSEPHINE NOJEDA**, Respondent.

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOSEPHINE NOJEDA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 25, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Mary George, representing the applicant  
Josephine Nojeda, respondent

**Date of Decision:** January 25, 2005

**REASONS FOR DECISION**

The premises are subsidized public housing and the rent is based on the household income of the tenant. The applicant alleged that the respondent had failed to accurately report the household income in accordance with the tenancy agreement. When the accurate household income was declared, the rent was retroactively adjusted to September, 2004 resulting in rental arrears in excess of \$4000. The parties entered into a payment plan whereby the respondent would pay the arrears in monthly payments of \$500 along with the rent. The applicant alleged that the respondent had breached this agreement and sought an order requiring the respondent to pay the alleged arrears and termination of the tenancy agreement.

The applicant testified that since the application was made, the respondent had paid all but \$830 of the arrears. The applicant stated that they would be satisfied to permit the tenancy to continue provided the remaining arrears and the February rent of \$896 was paid on or before February 15, 2005.

The respondent did not dispute the allegations and stated that she would be able to pay the arrears and the February, 2005 rent on or before February 15, 2005.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$830. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears in the amount of \$830 and terminating the tenancy agreement on February 15, 2005 unless the rent arrears and the February, 2005 rent in the total amount of \$1726 is paid in full.

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Hal Logsdon  
Rental Officer