

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BERTHA ZOE**, 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 -

BERTHA ZOE

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 six hundred nineteen dollars (\$619.00).
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 2006 Sissons Court, Yellowknife, NT shall be terminated on June 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of June,
2005.

Hal Logsdon
Rental Officer

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and **BERTHA ZOE**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

BERTHA ZOE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 6, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Mary George, representing the applicant
<u>Date of Decision:</u>	June 6, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 20, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The applicant stated that since the application was filed on May 3, 2005 the respondent had reported the household income in accordance with the tenancy agreement and paid all rent arrears to May 31, 2005. The applicant alleged that the June, 2005 rent of \$619 had not been paid and sought an order requiring the respondent to pay the arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account and the tenancy agreement in evidence. The rent statement indicated a balance of rent owing in the amount of \$619. The written tenancy agreement between the parties obligates the tenant to pay the monthly rent on the first day of each month.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$619. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears of \$619 and terminating the tenancy agreement on June 30, 2005 unless the arrears are paid in full.

A previous order has issued requiring the respondent to pay future rent on time. It remains in effect.

Hal Logsdon
Rental Officer