

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ROGER FLUNKIE**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

ROGER FLUNKIE

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 twelve thousand three hundred nine dollars (\$12,309.00).
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 612C, Whagwe Tili, Rae, NT shall be terminated on January 31, 2006 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 14th day of December, 2005.

Hal Logsdon
Rental Officer

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ROGER FLUNKIE, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

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Applicant/Landlord

-and-

ROGER FLUNKIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: December 13, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$12,309. The ledger indicated that the full unsubsidized rent had been charged since April, 2005. The applicant testified that the full rent had been charged because the respondent had failed to provide any income information on which to calculate the rent. The ledger also indicates that no rent has been paid since September, 2005. The applicant provided numerous notices to the respondent in evidence demanding payment of rent and verification of the household income.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$12,309. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. Should the respondent report the household income as required, the landlord is obligated to adjust the rent in accordance with the household income.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$12,309 and terminating the tenancy agreement between the parties on January 31, 2006 unless the arrears are paid in full.

Hal Logsdon
Rental Officer