

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
ROSA E. WASHIE, 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 Behchokö, NT.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

ROSA E. WASHIE

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 fourteen thousand six hundred forty seven dollars and forty six cents (\$14,647.46).
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 355, Kay Tay Whee Tili, Behchokö, NT shall be terminated on May 15, 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 11th day of April,
2006.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

ROSA E. WASHIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 6, 2006
Place of the Hearing: Behchokö, NT
Appearances at Hearing: Rose Dryneck, representing the applicant
Date of Decision: April 11, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her 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.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 3, 2006 in the amount of \$14,647.46. The applicant stated that the Government of the NWT now assesses the rent and that the landlord had not yet been advised of the April rent assessment. The ledger indicates that in the past 12 months the respondent was assessed rent in the amount of \$2132 but has paid only \$1335.

A previous order (File # 10-5556, filed on December 3, 1998) required the respondent to pay rent arrears of \$9637. Although this order has been satisfied, the respondent has again breached her obligation to pay the rent.

I find the respondent in breach of the tenancy agreement and find the rent arrears to be \$14,647.46. This does not include the April, 2006 rent as it does not appear to have been

assessed by the Government of the NWT in accordance with the tenancy agreement. 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 rent arrears in the amount of \$14,647.46 and terminating the tenancy agreement on May 15, 2006 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer