

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JUDY ALANAK AND MAURIE EDWARDS**, Respondents;

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 -

JUDY ALANAK AND MAURIE EDWARDS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred forty dollars and ninety four cents (\$2340.94).
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 771 Bigelow Crescent, Yellowknife, NT, shall be terminated on September 15, 2006 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand three hundred forty dollars and ninety four cents (\$2340.94) is paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of August, 2006.

Hal Logsdon
Rental Officer

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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-

JUDY ALANAK AND MAURIE EDWARDS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 29, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: August 29, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2340.94. The full unsubsidized rent of \$1337 was applied in August, 2006. The applicant testified that the full unsubsidized rent was applied in August, 2006 because the respondents failed to provide any income information on which to base the rent for that month. The applicant provided a statutory declaration stating that the respondent had not completed an application for a subsidy for that month. The Housing Summary Reports, provided in evidence by the applicant indicate that the respondents' household income varies from month-to-month. In my opinion, the requirement for the respondents to report income on a monthly basis and the application of the full, unsubsidized rent for the month of August, 2006 are reasonable.

I find the statement in order and find rent arrears in the amount of \$2340.94. 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 respondents to pay the applicant rent arrears in the amount of \$2340.94 and terminating the tenancy agreement on September 15, 2006 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer