

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CHELSEA MOROZ**, 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 -

CHELSEA MOROZ

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 five thousand three hundred twenty four dollars (\$5324.00).
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 Apartment 303, 600 Gitzel Street, Yellowknife, NT, shall be terminated on September 29, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of five thousand three hundred twenty four dollars (\$5324.00) is paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent 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 **CHELSEA MOROZ**, 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-

CHELSEA MOROZ

Respondent/Tenant

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 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. 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 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 \$5324. The full unsubsidized rent of \$1096 had been assessed for the months of April, May, June, July and August, 2006. The applicant testified that the full unsubsidized rent had been applied in those months due to the respondent's failure to report any income on which a subsidized rent could be calculated. The applicant provided a declaration from the department of Education, Culture and Employment indicating that the respondent had not made an application for a housing subsidy in any of those months.

In my opinion, the application of the full unsubsidized rent is reasonable where the tenant fails to provide any income information on which to base the rent. Sufficient notice of her obligation to report the household income was served on the respondent.

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 \$5324. 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 applicant rent arrears in the amount of \$5324 and terminating the tenancy agreement on September 29, 2006 unless those arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer