IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **CORRINA RYAN**, 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 -

CORRINA RYAN

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 thousand one hundred seventeen dollars ($6117.00).

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 917 Boston Court, Yellowknife, NT shall be terminated on February 15, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 21st day of January, 2007.

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Hal Logsdon

Rental Officer

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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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CORRINA RYAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	**January 18, 2007**
Place of the Hearing:	**Yellowknife, NT**
Appearances at Hearing:	**Julie Forget, representing the applicant**
Date of Decision:	**January 18, 2007**

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 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 between the parties. The premises are subsidized public housing.

The applicant testified that the respondent owed no rent as at July 26, 2006 but had paid no rent since that date. The applicant provided a history of rent assessment for the respondent which indicated the following monthly assessments:

August, 2006	$1034
September, 2006	$911
October, 2006	$884

The applicant testified that the respondent had not reported any income on which to base the rent for November and December, 2006 and January, 2007. An e-mail from the Income Security Officer was entered in evidence supporting the applicant's testimony. The applicant testified that the full unsubsidized rent of $1096 had been applied for November and December, 2006 and January, 2007 bringing the balance owing to $6117.

I find the respondent in breach of her obligation to pay rent. I find the application of the full

unsubsidized rent to be reasonable as the respondent has not reported any income information on

which to base the rent. I find the rent arrears to be $6117. 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

$6117 and terminating the tenancy agreement on February 15, 2007 unless the rent arrears are

paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future

rent on time.

The respondent should note that if she reports her income in accordance with the tenancy

agreement, the rents for November and December, 2006 and January, 2007 shall be adjusted

accordingly.

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Hal Logsdon
Rental Officer