

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CLIFFORD MOROZ AND TERRI MOROZ**, 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 -

**CLIFFORD MOROZ AND TERRI MOROZ**

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 eight hundred seventy six dollars and forty four cents (\$2876.44).
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 6256 Finlayson Drive, Yellowknife, NT shall be terminated on February 28, 2007 and the respondents shall vacate the premises on that date, unless rent arrears in the amount two thousand eight hundred seventy six dollars and forty four cents (\$2876.44) are paid in full.

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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 21st day of January, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

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Applicant/Landlord

-and-

**CLIFFORD MOROZ AND TERRI MOROZ**

Respondents/Tenants

**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 respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. 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 between the parties. The premises are subsidized public housing.

The respondent provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2876.44. The applicant noted that except for subsidy credits for the payment of electricity, there had been no payments of rent made by the respondents since July 31, 2006.

I find the statement in order and find the rent arrears to be \$2876.44. 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 \$2876.44 and terminating the tenancy agreement on February 28, 2007 unless that amount is

paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer