

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JOYCE DESJARLAIS**, 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 -

JOYCE DESJARLAIS

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 three thousand eighty dollars and twenty two cents (\$3080.22).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred twenty three dollars and eighty seven cents (\$223.87).
3. 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 633 Williams Avenue, Yellowknife, NT shall be terminated on February 28, 2007 and the respondent shall

vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of three thousand three hundred four dollars and nine cents (\$3304.09) are paid in full.

4. 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 8th day of February, 2007.

Rental Officer

Hal Logsdon

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and **JOYCE DESJARLAIS**, Respondent.

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JOYCE DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 6, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: February 6, 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. 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 by failing to pay for repair costs to the premises which were made necessary due to her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$3304.09. The applicant stated that a charge of \$223.87 was included on the statement for costs related to a call-out to the premises because there was no heat. The applicant testified that the fuel oil valve which was located inside the premises, was found to be turned off. The landlord determined that the loss of heat was due to someone in the premises closing the oil supply valve.

A previous order (File #10-9151, Filed on August 9, 2006) required the respondent to pay rent arrears on or before August 31, 2006 or face termination of the tenancy agreement. That order was satisfied.

The full unsubsidized rent of \$1337 has been charged for the month of February, 2007. The applicant testified that the respondent had failed to provide any income information on which to base the rent and produced a memo in evidence indicating that the Income Security Officer had not received any income information from the respondent.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$3080.22. I also find the repairs were made necessary due to the negligence of the tenant and find the repair costs of \$223.87 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3080.22 and repair costs of \$223.87. The tenancy agreement shall be terminated on February 28, 2007 unless the rent arrears and repair costs in the total amount of \$3304.09 are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

The respondent should note that if the household income is reported in accordance with the tenancy agreement, the February rent shall be adjusted to her income

Hal Logsdon
Rental Officer