

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BRENDA T'SELEIE**, 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 -

BRENDA T'SELEIE

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 seven hundred seventy two dollars (\$772.00).
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 2047 Sissons Court, Yellowknife, NT shall be terminated on February 28, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears are 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 7th day of February,
2007.

Rental Officer

Hal Logsdon

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BRENDA T'SELEIE**, 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-

BRENDA T'SELEIE

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 of the rental 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 provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3446. The full unsubsidized rent had been applied for the months of January and February, 2007 but the applicant stated that she could not determine if the respondent had provided any income information to the Income Security Officer on which to calculate the rents for those months. The applicant sought only \$772 calculated as follows:

| | |
|--|--------------|
| Balance at December 31/06 as per statement | \$1072 |
| less payments made since December 31, 2006 | <u>(300)</u> |
| Relief sought | \$772 |

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$772.

The rents for January and February, 2007 can not be determined. 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 \$772 and terminating the tenancy agreement on February 28, 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.

Hal Logsdon
Rental Officer