

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **AGGIE ANGULALIK**, 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 -

AGGIE ANGULALIK

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 one thousand five hundred sixty nine dollars (\$1569.00).
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 208, 5730 - 50th 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 balance of the security deposit in the total amount of two thousand eighty one dollars and fifty cents (\$2081.50) 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 7th day of February, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

AGGIE ANGULALIK

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 by registered mail that was confirmed delivered. 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 provide the balance of the required security deposit. The applicant 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 \$1569. The respondent has been in arrears of rent since September 30, 2006. The applicant also provided a copy of the tenancy agreement which commenced on July 1, 2006 and required a security deposit in the amount of \$1025. The applicant testified that only \$512.50 or 50% of the required security deposit had been paid.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the required security deposit. I find the rent arrears to be \$1569 and the balance of the security deposit owing to be \$512.50. In my opinion, there are sufficient grounds

to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1569 and terminating the tenancy agreement on February 28, 2007 unless the rent arrears and the balance of the security deposit in the total amount of \$2081.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer