

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CLAYTON GUINN AND LISA WILLIAMS**, 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 -

CLAYTON GUINN AND LISA WILLIAMS

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 five thousand two hundred eighty six dollars (\$5286.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant call out charges in the amount of forty six dollars and sixty four cents (\$46.64).
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2042 Sissons Court, Yellowknife, NT shall be terminated on April 30, 2007 and the respondents shall vacate

the premises on that date, unless the rent arrears and call out charges in the total amount of five thousand three hundred thirty two dollars and sixty four cents (\$5332.64) are paid in full.

4. 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 22nd day of March, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CLAYTON GUINN AND LISA WILLIAMS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 20, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: March 20, 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 by failing to pay for a call out charge to reset a breaker in the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and call out charge and terminating the tenancy agreement unless the amounts were paid. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$5286 and a call out charge owing in the amount of \$46.64. The full unsubsidized rent of \$1337 has been charged for the months of December, 2006 and January, February and March, 2007. The applicant stated that the respondents had provided no income information for those months to enable the rent to be calculated. The applicant provided an e-mail memo from the Income Security Officer stating that no income information had been filed by the respondents. The applicant stated that call out charge was to reset a load limiting breaker when the electricity to the premises was interrupted.

I find the application of the full unsubsidized rent to be reasonable but note that if the respondents report their household income in accordance with the tenancy agreement, a rent based on the household income will be substituted for the full unsubsidized rents applied from December to March. This may substantially reduce the amount of rent owed by the respondents. I find the current rent arrears to be \$5286. I find the call out charges of \$46.64 to be reasonable.

I find the respondents in breach of their obligation to pay rent and their obligation to pay for the call out charge. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and call out charges are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5286 and call out charges of \$46.64 and terminating the tenancy agreement on April 30, 2007 unless those amounts are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

Hal Logsdon
Rental Officer