

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LARRY HERON AND SUSIE KOMAK**, 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 -

LARRY HERON AND SUSIE KOMAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File#10-9268, filed on January 25, 2007) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of eleven thousand six hundred eleven dollars and forty seven cents (\$11,611.47).
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 2010 Sissons Court, Yellowknife, NT shall be terminated on August 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of eleven thousand six

hundred eleven dollars and forty seven cents (\$11,611.47) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of August,
2007.

Hal Logsdon
Rental Officer

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and **LARRY HERON AND SUSIE KOMAK**, Respondents.

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LARRY HERON AND SUSIE KOMAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 31, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: August 1, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The respondent 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. The premises are subsidized public housing.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$11,611.47. The full unsubsidized rent has been applied for the months of December, 2006 and January, February, March, April, May, June and July, 2007. An E-mail from the Income Security Officer indicated that the respondents had not reported any income information on which to calculate a rent for those months.

A previous order (File#10-9268, filed on January 25, 2007) required the respondents to pay rent arrears of \$6254.47 in monthly installments of \$700 and to pay the monthly rent on time. The statement indicates that respondents have failed to comply with the order.

I find the respondents in breach of their obligation to pay rent and their obligation to report the household income in accordance with the tenancy agreement. They have also failed to comply

with the previous order. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$11,611.47.

It appears that the respondents have little intention of paying the monthly rent, complying with the previous order or reporting their household income. In my opinion, there are sufficient grounds to rescind the previous order, order the respondents to pay the balance of rent owing in lump sum and terminating the tenancy agreement unless the arrears are promptly paid.

The previous order shall be rescinded and the respondents ordered to pay rent arrears in the amount of \$11,611.47. The tenancy agreement shall be terminated on August 31, 2007 unless those arrears are paid in full.

Hal Logsdon
Rental Officer