

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 one thousand two hundred seventeen dollars and nine cents (\$1217.09).
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 633 Williams Avenue, Yellowknife, NT, shall be terminated on September 30, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand two hundred seventeen dollars and nine cents (\$1217.09) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August,
2007.

Hal Logsdon
Rental Officer

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
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JOYCE DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: August 22, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and 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. The applicant sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement unless the rent arrears were paid in full by September 30, 2007. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$1217.09.

A previous order (File #10-9388, filed on February 8, 2007) required the respondent to pay rent arrears and repair costs and terminated the tenancy agreement on February 28, 2007 unless those amounts were paid in full. The applicant stated that although the arrears and repair costs were not paid in full, the landlord had reinstated the tenancy agreement due to the significant payments made by the respondent. Those rent arrears and repair costs have since been paid, satisfying the previous order.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find

the rent arrears to be \$1217.09. In my opinion, there are sufficient grounds to terminate the tenancy agreement on September 30, 2007 unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1217.09 and terminating the tenancy agreement on September 30, 2007 unless that amount is paid in full.

Hal Logsdon
Rental Officer