

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 two thousand three hundred fifty dollars and twenty four cents (\$2350.24).
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 September 30, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two thousand three hundred fifty dollars and twenty four cents (\$2350.24) 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 6th day of September, 2007.

Hal Logsdon
Rental Officer

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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

BRENDA T'SELEIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Brenda T'Seleie, respondent (by telephone)

Date of Decision: September 4, 2007

REASONS FOR DECISION

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 unless the rent arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance owing as at August 31, 2007 in the amount of \$2350.24. The applicant did not seek an order including the September, 2007 rent as it had not been assessed yet.

The respondent did not dispute the allegations and stated that she could pay the rent arrears by September 30, 2007.

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 \$2350.24. 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 \$2350.24 and terminating the tenancy agreement on September 30, 2007 unless that amount is paid in full. If the tenancy agreement continues, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer