

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BERTHA ZOE**, 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 -

BERTHA ZOE

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 five thousand eight hundred forty one dollars (\$5841.00).
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 2006 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 five thousand eight hundred forty one dollars (\$5841.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of
September, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

BERTHA ZOE

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

Date of Decision: September 4, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail 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 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 in the amount of \$7960. The full unsubsidized rent of \$1615 had been assessed for the months of April, May, July, August and September, 2007. The applicant stated that the landlord had not received the rent assessments for those months from the Department of Education, Culture and Employment but that the tenant had provided income information to the landlord to enable a subsidized rent to be calculated for April, May, July and August. The applicant provided the following adjustments bringing the balance of rent owing to \$5841.

Balance as per statement	\$7960
Less subsidy for April	(112)
Less subsidy for May	(1016)
Less subsidy for July	(533)
Less subsidy for August	<u>(458)</u>
Balance of rent owing	\$5841

I find the application of the full unsubsidized rent for September, 2007 to be reasonable as the

respondent failed to provide any income information on which to calculate a subsidized rent. I find the adjustments made to the statement to be in order. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5841.

A previous order (File #10-9450, filed on May 1, 2007) required the respondent to pay rent arrears of \$4554 and terminated the tenancy agreement on May 31, 2007 unless the respondent reported the household income in accordance with the tenancy agreement. The applicant stated that the respondent failed to report all of the income information required but had provided most of it. The applicant stated that they did not enforce the termination order and elected to reinstate the tenancy agreement. As \$4669 has been paid by the respondent or subsidy agent since the last order, the previous order is satisfied.

In my opinion there are sufficient grounds to terminate this tenancy agreement. The respondent continues to breach her obligation to pay rent and her obligation to report the household income. She has been ordered twice to pay the rent on time. The applicant's request to terminate the tenancy on September 30, 2007 is entirely reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5841 and terminating the tenancy agreement on September 30, 2007 unless those arrears are paid in full.

Hal Logsdon
Rental Officer