

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NICOLE GOSSELIN**, 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 -

NICOLE GOSSELIN

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 nine hundred three dollars (\$903.00).
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 5406 52nd Street, Yellowknife, NT shall be terminated on November 30, 2007 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of nine hundred three dollars (\$903.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
November, 2007.

Hal Logsdon
Rental Officer

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and **NICOLE GOSSELIN**, 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-

NICOLE GOSSELIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 9, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. 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.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2272. The full unsubsidized rent of \$1369 has been assessed for the month of November, 2007. The applicant stated that they were not seeking an order for the November, 2007 rent at this time as it had likely not been assessed by the Income Security Officer. The applicant sought an order for \$903.

A previous order (File #10-9363, filed on January 22, 2007) required the respondent to pay rent arrears. Applying payments made since the issuance of that order first to the satisfaction of the order, I find the order has been satisfied.

I find the respondent in breach of her obligation to pay rent. Ignoring the rent for November, 2007, I find the rent arrears to be \$903. In my opinion, there are sufficient grounds to terminate

the tenancy agreement between the parties unless those rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$903 and terminating the tenancy agreement on November 30, 2007 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer