

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUZNY**, 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 -

BETTY LUZNY

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 one hundred five dollars (\$1105.00).
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 2041 Sissons Court, Yellowknife, NT shall be terminated on January 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand one hundred five dollars (\$1105.00) 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 19th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUZNY**, 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-

BETTY LUZNY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: December 18, 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 between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$3843. The full unsubsidized rent of \$1369 has been assessed for the months of November and December, 2007. The applicant stated that they had not received the subsidy for these months but did not know if the respondent had reported the household income to the Income Support Officer.

The fact that the applicant has not received their subsidy does not establish that the respondent has breached their obligation to report the household income. Without direct evidence that the respondent is in breach of that obligation, I can not conclude that the application of the full unsubsidized rent is reasonable. I can not determine what the rent for November and December, 2007 should be.

Ignoring the November and December, 2007 rent, I find rent arrears in the amount of \$1105

calculated as follows:

Rent arrears as per statement	\$3843
less November/07 rent	(1369)
less December/07 rent	<u>(1369)</u>
Rent arrears	\$1105

I find the respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$1105. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

A order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1105 and terminating the tenancy agreement on January 31, 2008 unless those rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer