

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **ELAINE LAROCQUE AND BYRON BROCKWAY**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

ELAINE LAROCQUE AND BYRON BROCKWAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Elaine Larocque shall pay the applicant rent arrears in the amount of seven thousand six hundred forty six dollars and seventy nine cents (\$7646.79).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the applicant and Elaine Larocque shall be terminated on January 21, 2011 and the tenant shall return possession of the premises to the applicant on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
ELAINE LAROCQUE AND BYRON BROCKWAY, Respondents.

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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

ELAINE LAROCQUE AND BYRON BROCKWAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 6, 2011

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant

Date of Decision: January 6, 2011

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. Although at the time of the hearing, there was no confirmation of delivery, Ms Larocque was contacted by phone and was provided with the information contained in the notice to enable her to appear. Neither of the respondents appeared at the hearing and the hearing was held in their absence. In my opinion, the respondents had ample opportunity to appear at the hearing and it is not unreasonable to deem the notices served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant also alleged that the respondents' household income exceeded the maximum allowable for continued eligibility for subsidized public housing. The applicant sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents.

The application names Elaine Larocque and Byron Brockway as respondents however the written tenancy agreement dated April 1, 2009 indicates that Elaine Larocque is the sole tenant. The applicant confirmed that the April 1, 2009 tenancy agreement had not been superceded by a more recent agreement. Therefore, Mr. Brockway is not a tenant.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$7646.79. The statement indicates that no payments have been made since August,

2010.

The applicant testified that the household income exceeded the maximum allowable (\$4042/month) for continued occupancy in subsidized public housing. Numerous pay stubs were provided in evidence indicating Mr. Brockway's bi-weekly income.

Advice received from the NWT Housing Corporation indicates that the maximum allowable household income for continued occupancy in public housing in Hay River is \$6883/month, not \$4042/month. The income information before me does not support the allegation that Ms Larocque is ineligible for continued occupancy as the usual household income is below \$6883/month.

I find the statement in order and find Elaine Larocque in breach of her obligation to pay rent. I find the rent arrears to be \$7646.79. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Ms Larocque appears to have little or no intention of paying rent.

An order shall issue requiring the respondent Elaine Larocque to pay rent arrears in the amount of \$7646.79 and terminating the tenancy agreement on January 21, 2011.

Hal Logsdon
Rental Officer