

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **JANELLE MODESTE**, Respondent;

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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JANELLE MODESTE

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 seven hundred eighty nine dollars and forty seven cents (\$2789.47).
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 Unit 23, Deline, NT shall be terminated on March 31, 2011 and the respondent shall vacate the premises on that date unless rent arrears in the amount of two thousand seven hundred eighty nine dollars and forty seven cents (\$2789.47) 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 20th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JANELLE MODESTE, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JANELLE MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 18, 2011

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Leslie Baton, representing the applicant

Date of Decision: January 18, 2011

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 on March 31, 2011 unless the arrears were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2789.47. The full unsubsidized rent has been applied in December, 2010. The applicant testified that the respondent had failed to provide any income information on which to calculate a rent based on the household income.

I find the application of the full unsubsidized rent in December to be reasonable. It is the tenant's obligation to provide household income information. If they fail to provide any information, the application of the full unsubsidised rent is reasonable. I find rent arrears in the amount of \$2789.47. In my opinion, there are reasonable grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2789.47 and

terminating the tenancy agreement on March 31, 2011 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer