

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORENZA PANAKTALOK**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LORENZA PANAKTALOK

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 hundred thirty four dollars and sixty seven cents (\$534.67).
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 781 Bigelow Crescent, Yellowknife, NT shall be terminated on February 28, 2014 and the respondent shall vacate the premises on that date unless the rent arrears of five hundred thirty four dollars and sixty seven cents (\$534.67) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORENZA PANAKTALOK**, 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-

LORENZA PANAKTALOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Lorenza Panaktalok, respondent

Date of Decision: February 19, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The application was heard on January 29, 2014 and the respondent found to be in breach of her obligation to report the household income and her obligation to pay rent. Because the full unsubsidized rent of \$1625 had been applied for four months and there was good reason to believe that the respondent had no means to pay that amount, an interim order was filed on January 30, 2014 terminating the tenancy agreement on February 11, 2014 unless the household income was reported. The consideration of the quantum of rent arrears was adjourned to February 19, 2014.

At the continuation of the hearing, the applicant stated that the respondent had complied with the previous order and the rents had all been adjusted to the reported income in accordance with the approved rent scale. The applicant provided a current statement of the rent account which indicated rent arrears of \$534.67. The applicant sought termination of the tenancy agreement and eviction unless the rent arrears were paid in full. The applicant noted that although the rent arrears may appear insignificant compared to market rent, they represent six months of arrears at the adjusted subsidized rent.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$534.67. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$534.67 and terminating the tenancy agreement on February 28, 2014 unless those rent arrears are paid in full.

An eviction order to be effective on March 1, 2014 unless the rent arrears of \$534.67 are paid on or before February 28, 2014 shall be issued separately.

Hal Logsdon
Rental Officer