

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **CORRINE CLILLE**, 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 **WRIGLEY, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

CORRINE CLILLE

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 thousand three hundred twenty eight dollars (\$5328.00).
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 #3wy, Wrigley, NT shall be terminated on August 15, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of five thousand three hundred twenty eight dollars (\$5328.00) 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 10th day of July, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

CORRINE CLILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2007

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: July 10, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to her usual address. 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 unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5328. The statement indicates that the full unsubsidized rent of \$1666 was charged for the months of May and June, 2007. The applicant testified that she had written confirmation for the Income Security Officer that the respondent had failed to provide and household income information on which to calculate the rent for those months. The applicant noted that the respondent had failed to make any payments of rent since November 7, 2006.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$5328. I find the application of the full unsubsidized rent to be reasonable but note that if the respondent reports the household income in accordance with the tenancy agreement, the landlord is obligated to adjust the rent accordingly. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5328 and terminating the tenancy agreement on August 15, 2007 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer
