

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VERNA CATHOLIQUE**, 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 -

VERNA CATHOLIQUE

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 six hundred thirty seven dollars and fifty cents (\$637.50).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 16 - 5009 47 Street, Yellowknife, NT, shall be terminated on March 15, 2006 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of six hundred thirty seven dollars and fifty cents (\$637.50) 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 9th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VERNA CATHOLIQUE**, 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-

VERNA CATHOLIQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Verna Catholique, respondent

Date of Decision: February 7, 2006

REASONS FOR DECISION

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 arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance owing of \$637.50.

The respondent did not dispute the allegations and stated that she had withheld the rent because the landlord had denied her request for a transfer to other premises. She stated that she intended to pay the outstanding rent promptly.

I find the statement in order and find rent arrears in the amount of \$637.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The *Residential Tenancies Act* does not deal with matters of transfer and the decision to offer other premises to the respondent lies solely with the landlord.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$637.50 and terminating the tenancy agreement on March 15, 2006 unless the arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer