

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NICOLE GOSSELIN**, 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 -

NICOLE GOSSELIN

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 sixty two dollars (\$562.00).
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 5406 - 52nd Street, Yellowknife, NT shall be terminated on February 15, 2007 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of five hundred sixty two dollars (\$562.00) are paid in full.

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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 21st day of January, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NICOLE GOSSELIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 18, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: January 18, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises 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 between the parties. The premises are subsidized public housing.

The respondent provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3236. The applicant testified that the full unsubsidized rent of \$1337 had been applied in December, 2006 and January, 2007 but that the respondent had reported her income to the Income Security Officer. The applicant stated that the subsidized rent had not yet been calculated and asked that relief only for rent arrears to November 30, 2006 in the amount of \$562 be considered, calculated as follows:

Balance as per statement	\$3236
less rents for December and January	<u>(2674)</u>
Relief sought	\$562

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$562.

The rents for December, 2006 and January, 2007 can not be determined. In my opinion, there

are sufficient grounds to terminate the tenancy agreement unless the rent arrears of \$562 are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$562 and terminating the tenancy agreement on February 15, 2007 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