

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NIKI BETSINA**, 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 -

NIKI BETSINA

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 one thousand seven hundred eighty six dollars and eighty nine cents (\$1786.89).
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 Apartment E309, 900 Lanky Court, Yellowknife, NT shall be terminated on November 30, 2007 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of one thousand seven hundred eighty six dollars and eighty nine cents (\$1786.89) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2007.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NIKI BETSINA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 9, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. 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 unless the rent arrears were paid by November 30, 2007.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$3401.89. The full unsubsidized rent of \$1615 has been assessed for the months of October and November, 2007. The applicant stated that the full unsubsidized rent had been applied for October, 2007 because the respondent failed to provide any income information on which to base the rent. A memo from an Income Security Officer confirms that no information was received. The applicant stated that they were not seeking an order for the November, 2007 rent at this time. The applicant sought an order for \$1786.89.

Two previous orders (file #10-9382, filed on March 7, 2007 and file #10-9531, filed on May 2, 2007) have been issued requiring the respondent to pay rent and electricity costs which were paid on her behalf. Both orders terminated the tenancy agreement. Despite the termination orders, the applicant has elected to continue the tenancy agreement, presumably because the respondent

made significant payments toward the satisfaction of the orders prior to the termination date.

Applying all payments first to the satisfaction of the previous orders, I find both orders have now been satisfied.

The tenant has again failed to pay the rent and failed to report her income, resulting in another accumulation of arrears and a third application by the landlord this year.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable. Ignoring the November, 2007 rent, I find the rent arrears to be \$1786.89. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1786.89 and terminating the tenancy agreement on November 30, 2007 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer