

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LINDA BROWN**, 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 -

LINDA BROWN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand three hundred one dollars and fifty cents (\$5301.50). The respondent shall pay the arrears in monthly payments of at least three hundred fifty dollars (\$350.00). The first payment shall be due on July 31, 2008 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.
2. 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 31st day of July,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LINDA BROWN**, 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-

LINDA BROWN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 30, 2008**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Julie Forget, representing the applicant**
 Linda Brown, respondent

Date of Decision: **July 30, 2008**

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. The premises are subsidized public housing.

This tenancy agreement was terminated by order (File #10-9968, filed on March 27, 2008) on June 30, 2008 when the respondent failed to satisfy the conditions of the order. The parties entered into a new tenancy agreement on July 1, 2008 for a one month term.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent in the amount of \$8103.50. The full unsubsidized rent has been applied in June and July, 2008 but the applicant does not seek the arrears for those two months. The statement also includes a charge of \$577.50 which represents a charge for towing, storing and disposal of a derelict vehicle which was removed from the respondent's parking stall. The amount sought by the applicant is \$5301.50, calculated as follows:

Rent arrears as per statement	\$8103.50
less June/08 unsubsidized rent	(1401.00)
less July/08 unsubsidized rent	<u>(1401.00)</u>
Relief sought	\$5301.50

The respondent did not dispute the amount. The respondent indicated that she had made arrangements with her employer to deduct \$1400/month from her pay and remit the deductions to the landlord. The applicant agreed to the payment plan for the rent arrears and the parties

consented to an order requiring the respondent to pay the monthly rent and an additional \$350/month until the rent arrears were paid in full.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5301.50. An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears in monthly payments of \$350, payable no later than the last day of each month until the arrears are paid in full. The first payment shall be due on July 31, 2008.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
