File #10-10391

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **JENNIFER MIGWI AND DIXTER FOOTBALL**, Respondents;

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 -

JENNIFER MIGWI AND DIXTER FOOTBALL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven thousand four hundred ninety two dollars and sixty seven cents ($7492.67).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2002 Sissons Court, Yellowknife, NT shall be terminated on October 15, 2008 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of September, 2008.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

JENNIFER MIGWI AND DIXTER FOOTBALL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing:	**September 23, 2008**
Place of the Hearing:	**Yellowknife, NT**
Appearances at Hearing:	**Julie Forget, representing the applicant**
Date of Decision:	**September 24, 2008**

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of $7492.67. The full unsubsidized rent of $1401 has been assessed in the months of April, August and September, 2008. The applicant provided an e-mail from the subsidy agent which indicated that the respondents had failed to report any income on which to calculate a subsidized rent for those months. The rental officer confirmed this fact with the subsidy agent by phone.

A previous order (file #10-10095, filed on June 4, 2008) required the respondents to pay rent arrears and repair costs and terminated the tenancy agreement on June 30, 2008 unless the rent arrears and repair costs were paid in full. The statement indicates that the respondents failed to satisfy the order, thereby terminating the tenancy agreement on June 30, 2008. However the parties entered into a new tenancy agreement on July 1, 2008 for a term of six months.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable. In my opinion, there are sufficient grounds to terminate this tenancy. The landlord has been extremely accommodating by entering into another tenancy agreement after the respondents failed to pay the full amount of the rent arrears and repair costs ordered. Now the respondents have again ignored their obligation to pay rent and have also failed to report their income.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of $7492.67 and terminating the tenancy agreement on October 15, 2008.

Hal Logsdon
Rental Officer