

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
JUDY GAUTHIER, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

JUDY GAUTHIER

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 three thousand five hundred forty three dollars and seventy five cents (\$3543.75).
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 71A Stewart Drive, Hay River, NT shall be terminated on December 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears 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 1st day of December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
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BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

JUDY GAUTHIER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 1, 2008
<u>Place of the Hearing:</u>	Hay River, NT via teleconference
<u>Appearances at Hearing:</u>	Donna McLean, representing the applicant Judy Gauthier, respondent
<u>Date of Decision:</u>	December 1, 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3543.75. The full unsubsidized rent has been charged for the month of December, 2008. The applicant stated that the respondent had failed to provide any income information on which to calculate the December, 2008 rent.

The parties entered into an agreement on February 20, 2008 to pay rent arrears in installments. The applicant stated that the agreement was breached.

The respondent did not dispute the allegations and stated that she had not reported the household income but intended to do so right away.

The applicant stated that they would be willing to continue the tenancy agreement if the rent arrears were paid in full on or before December 31, 2008. The respondent stated that she would be able to pay the arrears by that date.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$3543.75. I find the application of the full unsubsidized rent to be reasonable but note that the subsidy agent will be obligated to adjust the December, 2008 rent as required should the respondent report the household income in accordance with the tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement on December 31, 2008 unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3543.75 and terminating the tenancy agreement on December 31, 2008 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer