

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
SALLY ANTOINE, 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 -

SALLY ANTOINE

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 two thousand six hundred ninety one dollars (\$2691.00).
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 Apartment 207, 46 Woodland Drive, Hay River, NT shall be terminated on March 26, 2010 and the respondent shall vacate the premises on that date unless rent arrears in the amount of two thousand six hundred ninety one dollars (\$2691.00) 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 22nd day of February, 2010.

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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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SALLY ANTOINE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 17, 2010

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Sally Antoine, respondent

Date of Decision: February 17, 2010

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 between the parties. 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 \$2691. The full unsubsidized rent has been applied in the months of January and February, 2009. The applicant stated that she assumed the respondent had not reported the household income to the subsidy agent as required by the tenancy agreement. The applicant also stated that a payment arrangement had been with the respondent on two occasions but breached each time. Copies of the agreements were provided in evidence.

The respondent did not dispute the allegations and confirmed that she had not reported the household income to enable a subsidized rent to be calculated for January or February, 2009. She stated that she expected a refund on her income tax and would be able to pay the full amount by mid-March. The applicant agreed to continue the tenancy provided the rent arrears were promptly paid.

I find the application of the full unsubsidized rent to be reasonable and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2691 but note that the amount owing may be adjusted provided the respondent reports her household income to the subsidy

agent as required by the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement 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 \$2691 and terminating the tenancy agreement on March 26, 2010 unless that amount is paid in full. Provided the tenancy agreement continues, the respondent is also 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