

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANDREA ZOE**, 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 -

ANDREA ZOE

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 seventy nine dollars (\$2679.00).
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 772 Bigelow Crescent, Yellowknife, NT shall be terminated on May 31, 2010 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of two thousand six hundred seventy nine dollars (\$2679.00) 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 16th day of April, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANDREA ZOE**, 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-

ANDREA ZOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joanne Koyina, representing the applicant
Andrea Zoe, respondent

Date of Decision: April 14, 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. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3836. The full unsubsidized rent has been assessed for October, 2009 and April, 2010. A memo from the subsidy agent indicates that the respondent failed to provide any income information which would enable a calculation of a subsidized rent for April, 2010. That memo also confirms that income information was provided for the October, 2009 assessment. The applicant stated that using that income information would result in an October, 2009 subsidy of \$1157 reducing the rent owing to \$2679. The applicant sought relief in this amount.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears by May 31, 2010. The applicant agreed to continue the tenancy if the monthly rent was paid on time and the arrears paid in full on or before May 31, 2010.

I find the rent arrears to be \$2679. I find the assessment of the full unsubsidized rent to be reasonable but note that the April, 2010 rent must be adjusted as necessary if the respondent reports the household income. This may alter the amount of arrears owing. In my opinion, there

are sufficient grounds to terminate the tenancy agreement on May 31, 2010 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 \$2679 and terminating the tenancy agreement on May 31, 2010 unless those arrears are paid in full. Should the tenancy agreement continue, 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