

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CONNIE DIENER**, 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 -

CONNIE DIENER

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 seventy five dollars (\$2075.00).
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 6242 Finlayson Drive North, Yellowknife, NT shall be terminated on May 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the balance of the security deposit in the total amount of two thousand six hundred seventy five dollars (\$2675.00) are paid in full.

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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 6th day of May,
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
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

CONNIE DIENER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 5, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joanne Koyina, representing the applicant

Date of Decision: May 5, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and the balance of the security deposit were paid in full. 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 \$2075. The full unsubsidized rent has been applied for May, 2010. The applicant provided a memo from the subsidy agent stating that the respondent had failed to provide any income information on which to calculate the rent for May, 2010.

The tenancy agreement which commenced in November, 2009 obligated the tenant to pay a security deposit of \$1200. The applicant testified that only 50% of the deposit had been paid, leaving a balance owing of \$600.

I find the statement in order and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$2075. I note that should the respondent file the

household income information with the subsidy agent as required by the tenancy agreement, the May, 2010 rent must be adjusted as necessary. I find the balance of the security deposit to be overdue in the amount of \$600. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2075 and terminating the tenancy agreement on May 31, 2010 unless the rent arrears and the balance of the security deposit in the total amount of \$2675 are paid in full.

Hal Logsdon
Rental Officer