

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BOBBIE JEAN HANSEN**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

BOBBIE JEAN HANSEN

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 five thousand seven hundred seventy dollars (\$5770.00).
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 103, 5114 - 53rd Street, Yellowknife, NT shall be terminated on November 17, 2010 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 17th day of
November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BOBBIE JEAN HANSEN**, 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-

BOBBIE JEAN HANSEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim White, representing the applicant
Bobbie Jean Hansen, respondent

Date of Decision: November 10, 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, termination of the tenancy agreement and eviction from the premises.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$5770. The monthly rent for the premises is \$1925.

The respondent did not dispute the allegations and stated that she would pay the rent arrears immediately.

Although the applicant is principally a provider of social housing, these premises are not subsidized public housing. The residential complex was purchased for use as subsidized public housing but was occupied by market housing tenants. Having no legal avenue to terminate the tenancy agreements of the existing tenants, the landlord has raised the rent each year and plans to convert the building to 100% subsidized public housing by attrition.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5770. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The request for eviction is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5770 and terminating the tenancy agreement on November 17, 2010 unless the rent 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 and the respondent was advised that the order would be sent to her by registered mail.

Hal Logsdon
Rental Officer