

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **NATASHA TAKAZO**, 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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

NATASHA TAKAZO

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 one thousand four hundred sixty six dollars (\$1466.00).
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 401, Unit 56, 4 Tulita Street, Norman Wells, NT shall be terminated on February 28, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred sixty six dollars (\$1466.00) 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 2nd day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **NATASHA TAKAZO**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

NATASHA TAKAZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 28, 2011

Place of the Hearing: Norman Wells, NT via teleconference

Appearances at Hearing: Shelley Empey, representing the applicant

Date of Decision: January 28, 2011

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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears are promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2056. The applicant testified that since the application was filed the January, 2011 had been assessed (\$176), the December, 2010 subsidy had been applied (\$426) and a payment of \$340 had been made bringing the balance owing to \$1466. The applicant stated that all of the rent assessed had been calculated based on the household income of the respondent.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1466. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1466 and terminating the tenancy agreement on February 28, 2011 unless those arrears are paid

in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer