

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ETANDA LENNIE**, 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 **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

ETANDA LENNIE

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 twenty three thousand eight hundred eighty dollars and fifty cents (\$23,880.50).
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 Unit URS5, 9812B 104th Avenue, Fort Simpson, NT shall be terminated on April 1, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears of twenty three thousand eight

hundred eighty dollars and fifty cents (\$23,880.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ETANDA LENNIE**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

ETANDA LENNIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 18, 2012

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Karen Douglas, representing the applicant

Date of Decision: January 18, 2012

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 on April 1, 2012 unless the alleged arrears are paid in full. 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 \$23,880.50. The full unsubsidized rent of \$1880 has been charged in every month from May to December, 2011. The applicant stated that the respondent had not provided any income information for those months on which to calculate a subsidized rent. The statement indicates that no rent has been paid since January, 2011.

I find the application of the full unsubsidized rent to be reasonable, however I note that the applicant is obligated to retroactively adjust the rent based on the household income should the respondent comply with her obligation to report income. I find the rent arrears to be \$23,880.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent is paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$23,880.50 and terminating the tenancy agreement on April 1, 2012 unless that amount is paid in full.

Hal Logsdon
Rental Officer