

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARK JOHNSON**, 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 -

MARK JOHNSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand six hundred forty five dollars and ten cents (\$3645.10). The respondent shall pay the rental arrears in the following manner:
 - a) The sum of one hundred fifty dollars (\$150.00) payable on or before November 30, 2013 and,
 - b) the sum of one hundred fifty dollars (\$150.00) payable on or before December 31, 2013 and,
 - c) the sum of one hundred fifty dollars (\$150.00) payable on or before January 31, 2014 and,

d) the balance of the arrears in the sum of three thousand one hundred ninety five dollars and ten cents (\$3195.10) on or before February 28, 2014.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time.
3. 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 761 Bigelow Crescent, Yellowknife, NT shall be terminated on February 28, 2014 and the respondent shall vacate the premises on that date unless rent arrears in the amount of three thousand six hundred forty five dollars and ten cents (\$3645.10) have been paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARK JOHNSON**, 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-

MARK JOHNSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 6, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Mark Johnson, respondent

Date of Decision: November 6, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent in the amount of \$3645.10. The applicant stated that all of the rent had been calculated based on the household income of the respondent.

The respondent did not dispute the allegations and stated that he could pay the monthly rent plus an additional \$150/month until February, 2014 when he would be able to pay the balance from his income tax refund. The applicant agreed to continue the tenancy provided the arrears were paid in accordance with that schedule.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3645.10. In my opinion there are sufficient grounds to terminate the tenancy agreement unless those rent arrears are paid on or before February 28, 2014.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$3645.10 in the following manner:

- The sum of \$150.00 payable on or before November 30, 2013
- The sum of \$150.00 payable on or before December 31, 2013
- The sum of \$150.00 payable on or before January 31, 2014
- the balance of the arrears in the sum of \$3195.10 on or before February 28, 2014.

The order shall terminate the tenancy agreement on February 28, 2014 unless the rent arrears totalling \$3645.10 have been paid in full. Should the respondent fail to make any of the above payments or pay the monthly rent on time, the applicant may make another application seeking the balance owing in lump sum and termination of the tenancy agreement.

An eviction order to be effective on March 1, 2014 unless the rent arrears have been paid in full shall be issued separately.

Hal Logsdon
Rental Officer