

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BEATRICE GOOSE**, 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 -

BEATRICE GOOSE

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 two hundred thirty five dollars (\$2235.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs of one hundred thirteen dollars and eighty two cents (\$113.82).
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 Apartment 2, 5024 - 53rd Street, Yellowknife, NT shall be terminated on March 31, 2014 and the respondent shall

vacate the premises on that date unless the rent arrears and the cleaning costs in the total amount of two thousand three hundred forty eight dollars and eighty two cents (\$2348.82) are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
5. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BEATRICE GOOSE**, 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-

BEATRICE GOOSE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: March 12, 2014

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, failing to pay for cleaning costs and failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cleaning costs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of owing of \$2348.82. The balance consisted of cleaning costs (\$113.82), the February, 2014 rent (\$610) and the March, 2014 rent (\$1625). The applicant stated that the March rent was assessed at the full unsubsidized rate because the respondent had failed to provide any income information to permit the calculation of a subsidized rent. The applicant also stated that other tenants in the residential complex had complained of a smell coming from the respondent's apartment. The landlord entered to find rotting food and garbage in the apartment. The respondent was not in town and her son had been staying in the apartment. The landlord removed the offensive material and charged the respondent labour charges for the work.

I find the statement in order and find the cleaning charges to be reasonable. I find the application

of the full unsubsidized rent in March to be reasonable but note that the landlord is obligated to adjust that rent as necessary should the respondent report the household income. I find the rent arrears to be \$2235. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the cleaning costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant the rent arrears and cleaning costs and terminating the tenancy agreement on March 31, 2014 unless those amounts, totalling \$2348.82 are paid in full. The respondent shall also be ordered to pay future rent on time, to report the household income in accordance with the tenancy agreement and to not breach that obligation again.

An eviction order to be effective on April 1, 2014 unless the rent arrears and the cleaning costs are paid on or before March 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer