

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 section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred dollars and forty nine cents (\$1600.49).
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 761 Bigelow Crescent, Yellowknife, NT shall be terminated on November 30, 2014 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand six hundred dollars and forty nine cents (\$1600.49) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
November, 2014.

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: **October 29, 2014**

Place of the Hearing: Yellowknife, NT

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

Date of Decision: **October 29, 2014**

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 unless the rent arrears were paid on or before November 30, 2014. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1600.49. The applicant stated that all of the rent assessed had been calculated based on the reported household income in accordance with the approved public housing rent scale. The applicant stated that a previous order (file #10-13757, filed on November 8, 2013) had been satisfied.

The respondent did not dispute the allegations and stated that he would be able to pay the rent arrears before the end of November.

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 \$1600.49. 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 of \$1600.49 and terminating the tenancy agreement on November 30, 2014 unless those arrears are paid in full.

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An eviction order to be effective on December 1, 2014 unless the rent arrears of \$1600.49 are paid on or before November 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer