

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VELMA ONGAHAK AND LORNE HOBBS**, Respondents;

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 -

VELMA ONGAHAK AND LORNE HOBBS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand two hundred ninety one dollars and fifty cents (\$2291.50).
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 Apartment 10, 5009 - 47th Street, Yellowknife, NT shall be terminated on November 30, 2014 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of two thousand two hundred ninety one dollars and fifty cents (\$2291.50) 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 **VELMA ONGAHAK AND LORNE HOBBS**, Respondents.

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-

VELMA ONGAHAK AND LORNE HOBBS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 29, 2014**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Ella Newhook, representing the applicant**
 Velma Ongahak - respondent
 Lorne Hobbs - respondent

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

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents 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 \$2291.50. 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 respondents did not dispute the allegations.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2291.50. 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 respondents to pay the applicant rent arrears of \$2291.50 and terminating the tenancy agreement on November 30, 2014 unless those arrears are paid in full.

An eviction order to be effective on December 1, 2014 unless the rent arrears of \$2291.50 are paid on or before November 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer