

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANINE OLIFIE**, 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 -

JANINE OLIFIE

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 seven hundred fifty dollars and fifty three cents (\$1750.53).
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 1465 Gitzel Street, Yellowknife, NT shall be terminated on December 31, 2014, and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand seven hundred fifty dollars and fifty three cents (\$1750.53) are paid in full.

3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach her obligation to report the household income again.

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 **JANINE OLIFIE**, 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-

JANINE OLIFIE

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
Janine Olifie, 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 and by 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 terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid on or before November 30, 2014. The applicant also sought an order requiring the respondent to not breach her obligation to report the household income again. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1750.53. The applicant stated that all of the rent had now been adjusted to the reported household income but the respondent had failed on numerous occasions to report the household income when requested to do so. The applicant stated that a previous order (file #10-13157, filed on December 18, 2012 had been satisfied.

The respondent did not dispute the allegations but asked that she be permitted to pay the rent arrears by December 31, 2014. The applicant agreed to the amended deadline to have the rent arrears paid in full.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1750.53. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. I also find that the respondent has failed to

provide the required household income information in the past.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1750.53 and terminating the tenancy agreement on December 31, 2014 unless those arrears are paid in full.

The respondent is also ordered to not breach her obligation to report the household income in accordance with the tenancy agreement in the future.

An eviction order to be effective on January 1, 2015 unless the rent arrears of \$1750.53 are paid on or before December 31, 2014 shall be issued separately.

Hal Logsdon
Rental Officer