

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
SHELLY WIDOW, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

SHELLY WIDOW

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 three hundred ninety five dollars (\$395.00).
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 Unit #0061, Tulita, NT shall be terminated on June 30, 2015 and the respondent shall vacate the premises on that date unless rent arrears in the amount of two thousand three hundred thirty seven dollars and fifty cents (\$2337.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of May,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
SHELLY WIDOW, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

SHELLY WIDOW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 6, 2015

Place of the Hearing: Tulita, NT via telephone

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: May 21, 2015

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 and 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 owing in the amount of \$2337.50. The applicant testified that all of the rent assessments were calculated on the reported household income of the respondent in accordance with the approved rent scale. The applicant stated that the required security deposit of \$1445 had been paid in full.

A previous order (file #20-14495, filed on February 26, 2015) required the respondent to pay rent arrears of \$4692.50. Since the issuance of that order two credits have been applied to the rent account representing adjustments to the January and February, 2015 rents bringing the unsatisfied balance of that order to \$1942.50

Previous order	\$4692.50
January/15 rent adjustment	(1375.00)
February/15 rent adjustment	<u>(1375.00)</u>
Unsatisfied portion of previous order	\$1942.50

This unsatisfied balance may still be enforced.

Since the previous order was issued the February and March, 2015 rents have come due and no payments have been made, resulting in new arrears of \$395.

Accrued arrears since last order:

February/15 rent	\$70
March/15 rent	325
Payments/credits	<u>(0)</u>
Total	\$395

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 \$2337.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are paid. The respondent has made no payments whatsoever since the last order.

An order shall issue requiring the respondent to pay the rent arrears which have accrued since the last order and terminating the tenancy agreement on June 30, 2015 unless those arrears are paid in full. An eviction order to be effective on July 1, 2015 unless the rent arrears of \$2337.50 are paid in full on or before June 30, 2015 shall be issued separately.

Hal Logsdon
Rental Officer