

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JOANNE TSETTA**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JOANNE TSETTA

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 four thousand eight hundred eleven dollars (\$4811.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of eight hundred forty eight dollars and sixty three cents (\$848.63).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may satisfy

this order by making monthly payments to the applicant of no less than two hundred dollars (\$200.00), the first payment becoming due on May 1, 2003 and payable thereafter on the first day of every month until this order is fully satisfied.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JOANNE TSETTA**, 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-

JOANNE TSETTA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Daryl Bautinhimer, representing the respondent

Date of Decision: April 15, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and deposit and termination of the tenancy agreement between the parties.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$4811. The applicant noted that the required security deposit was \$1200. The statement of security deposit indicated a balance of \$351.37, including accrued interest.

The respondent's representative did not dispute the allegations but noted that the respondent had experienced several tragic deaths in her family which had caused her significant financial hardship. He noted that the respondent had appealed to the housing authority to take some of the extraordinary expenses she encountered during this period into account when assessing her rent but the authority had rejected her request. He indicated that she was appealing this decision.

I find the rent arrears to be \$4811 and the outstanding security deposit to be \$848.63. I do not find any evidence that the assessed rent has been calculated incorrectly.

The statement of rent does not reflect a tenant who is unwilling to pay rent. Regular payments have been made throughout the tenancy albeit often insufficient to cover the full amount of the

rent. I also note that the rent account has been in arrears fairly consistently although the level of arrears has increased in the past six months. In my opinion, the tenancy should be allowed to continue provided the respondent provides regular monthly payments toward the arrears and security deposit amounts and pays the assessed rent on time.

The respondent's representative provided a proposed schedule of payments prepared by the respondent. In my opinion, monthly payments of \$200 to be paid along with the assessed rent on the first of every month are reasonable. This would represent 30% of the household income which should be affordable.

An order shall be issued requiring the respondent to pay the rent arrears and outstanding security deposit in the total amount of \$5659.63 in monthly payments of no less than \$200. The first payment shall be due on May 1, 2003 and future payments shall be made on the first of every month, along with the full amount of the assessed rent, until the deposit and rent arrears are paid. The order shall also require the respondent to pay future rent on time.

Should the respondent fail to make payments in accordance with this order, the applicant may make a future application requesting the lump sum payment of the outstanding balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer