

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **JANICE HORASSI**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JANICE HORASSI**

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 two thousand six hundred sixty dollars and ninety cents (\$2660.90).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of one hundred ninety two dollars and twelve cents (\$192.12).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than seven hundred dollars

(\$700.00), the first payment becoming due on May 30, 2005 and payable thereafter no later than the last 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 21st day of April, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **JANICE HORASSI**, 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-

**JANICE HORASSI**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 20, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Tulita, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Helen Squirrel, representing the applicant Janice Horassi, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 20, 2005</b>

**REASONS FOR DECISION**

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 between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance as at December 22, 2004 of \$1587.02. The applicant testified that since that time, rent for January, February and March, 2005 had come due in the amounts of \$422/month and no payments had been received, bringing the balance owing to \$2853.02.

The respondent testified that she had not been working since February 28, 2005 and was unable to pay the rent. The respondent stated that she had not notified the landlord of her change in income. The respondent testified that she was returning to work in May and would be able to resume her previous payments towards the arrears of \$700/month plus the assessed rent. The applicant was willing to accept an order requiring scheduled payments rather than termination, provided the schedule was followed and future rent paid on time.

I note that of the balance shown on the ledger card, \$192.12 has been invoiced for repairs of tenant damages. Work orders submitted by the applicant substantiate the work undertaken and the costs which I find reasonable and made necessary due to the negligence of the respondent.

I also note that it is the tenant's obligation to report any changes to the household income. If the respondent's household income decreased in March, 2005 the rent for that month should be reassessed by the landlord, provided the respondent reports and verifies the household income in accordance with the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for the costs of repair. I find the rent arrears to be \$2660.90 and the repair costs to be \$192.12. An order shall issue requiring the respondent to pay these amounts to the applicant in monthly installments of no less than \$700. The first payment shall be due no later than May 30, 2005 and paid every month thereafter on or before the last day of every month until the rent arrears and repair costs are paid in full. The respondent shall also be ordered to pay the monthly assessed rent on time.

Should the respondent fail to pay the arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer