

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**VALERIE YAKELEYA**, 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 -

**VALERIE YAKELEYA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income to the landlord in accordance with the tenancy agreement between the parties on or before May 16, 2005.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of April,  
2005.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **VALERIE YAKELEYA**, 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-

**VALERIE YAKELEYA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2005

**Place of the Hearing:** Tulita, NT via teleconference

**Appearances at Hearing:** Helen Squirrel, representing the applicant  
Valerie Yakeleya, respondent

**Date of Decision:** April 21, 2005

**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 of rent owing as at January 17, 2005 in the amount of \$7374. The applicant testified that since that date the February and March, 2005 rents of \$32/month had come due and two payments totalling \$1200 had been made, bringing the balance owing to \$6238. The applicant also testified that the respondent had failed to provide any income information on which to base the rent assessments and as a result, the December, 2004 rent was assessed at the full unsubsidized rent of \$2847.

The respondent disputed the right of the landlord to apply the unsubsidized rent. The applicant provided a Household Income Form in evidence, dated October 15, 2004 which declared the household income as \$1500 and set the monthly rent at \$32. The applicant noted that the form was not signed by the respondent and was generated solely by the landlord based on previous declarations. The utility of such a document is questionable but the respondent did not dispute that she had not filed any income information with the landlord on which to base the December, 2004 rent.

I note that the unsubsidized rent applied, \$2847 does not coincide with the rent outlined in

Schedule A of the tenancy agreement which is \$2300. There was no evidence of any addendum to the schedule or tenancy agreement or any notice of increase to the Schedule A rent. Therefore, in accordance with section 7 of the tenancy agreement, the maximum rent may not exceed \$2300.

A previous order (File #20-7664, filed on January 13, 2004) required the respondent to pay rent arrears in installments of \$100 until the rent arrears were paid in full. The ledger indicates that this order was breached on several occasions when the respondent failed to make the required payments of arrears, rent or both.

On January 12, 2005 the parties signed a repayment agreement which obligated the respondent to pay the monthly assessed rent plus \$1000/month, to commence in January, 2005. The tenant ledger indicates that the terms of the agreement have been met by the respondent. It is somewhat confusing, therefore, as to why the landlord is now seeking termination of the tenancy agreement. In my opinion, such a remedy is not justified.

Although it is not the remedy requested by the landlord, I feel both parties would be best served by ordering the respondent to report the household income in accordance with the tenancy agreement. Provided this is done, the landlord shall adjust the rent accordingly and provided the tenant's recent pattern of payments continues, I would think no further remedy would be necessary. If the tenant fails to comply with the order, the landlord may apply the *correct* unsubsidized rent figure and seek further remedy.

An order shall issue requiring the respondent to comply with her obligation to report income in accordance with the tenancy agreement on or before May 16, 2005.

---

Hal Logsdon  
Rental Officer