

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOSEPH WANAZAH AND CELINE WANAZAH**, Respondents;

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 **RAE-EDZO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**JOSEPH WANAZAH AND CELINE WANAZAH**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight thousand one hundred eighty five dollars (\$8185.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of fifty dollars (\$50.00) payable, along with the monthly rent, on the first day of each month until the rent arrears are paid in full. The first payment shall be due on March 1, 2006.

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

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of February, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOSEPH WANAZAH AND CELINE WANAZAH**, Respondents.

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOSEPH WANAZAH AND CELINE WANAZAH**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 21, 2006

**Place of the Hearing:** Rae-Edzo, NT

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Joe Wanazah, respondent  
Celine Wanazah, respondent

**Date of Decision:** February 21, 2006

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents 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 owing in the amount of \$8185.

Ms. Wanazah stated that they had lived in the premises for thirty seven years and had been told that after a certain period of renting, the ownership of the house would be transferred to them and they would own the house. She also stated that the rent was based on her son's income and that she could not afford to pay it. She stated that despite their efforts, the son would not contribute to the payment of the rent and that he was going to live elsewhere. She stated that the rent bill should be sent to her son.

Neither landlord or tenant were able to produce any evidence of a purchase agreement or similar document. There is however a written tenancy agreement which obligates the tenant to pay rent. The household income form and the ledger indicate that the rent was often based on the income of the son but the tenancy agreement names the respondents as joint tenants. As joint tenants, they are responsible for payment of rent and no order may be made requiring the son to pay the arrears.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$8185. In my opinion, the tenancy agreement should be permitted to continue provided the monthly rent is paid on time and an additional \$50 is paid, along with the rent, until the rent arrears are paid in full.

An order shall issue requiring the respondents to pay future rent on time and to pay the rent arrears in monthly installments of \$50. The first payment of \$50 shall be made on March 1, 2006 and thereafter on the first day of each month until the arrears are paid in full.

Should the respondents fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full amount of any remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer