

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **DEBBIE LAMOUELLE**, 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 **RAE-EDZO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DEBBIE LAMOUELLE**

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 eleven thousand two hundred thirty four dollars (\$11,234.00).
2. 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 6th day of February, 2006.

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Hal Logsdon  
Rental Officer



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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DEBBIE LAMOUELLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 24, 2006

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

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Debbie Lamouelle, respondent  
Mary Rose Koyina, interpreter

**Date of Decision:** January 24, 2006

**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 in the amount of \$11,234.

The respondent testified that the former joint tenant, Alfred Chinkon, was no longer living with her and stated that the arrears were based on his income while he was a tenant. The respondent stated that her only income was from Family Allowance payments and that she was unable to pay the rent arrears. She suggested that the rent arrears be split between Mr. Chinkon and herself. The respondent stated that she was seeking child support from Mr. Chinkon.

The respondent complained about the condition of the premises but has not filed an application to a rental officer. The respondent should ensure that the landlord is made aware of the alleged problems with the premises and if the landlord does not attend to the repairs, she may file an application and seek a remedy through an order.

The applicant entered into a tenancy agreement with the respondent as sole tenant commencing on June 1, 2005. This terminated the joint tenancy agreement for the premises between the

landlord and Mr. Chinkon and Ms Lamouelle which commenced on April 10, 2003. The application was filed on November 17, 2005 less than six months after the joint tenancy was terminated. As the application was filed within the statutory time limit and the joint tenants are jointly and severally responsible for the rent, I must find the respondent liable for the full amount of the arrears which I find to be \$11,266.

The tenant ledger indicates that the rent for the premises has been assessed at \$32 since April, 2005 when the arrears were \$11,242. Prior to that date, the rent was assessed at \$921/month, presumably based primarily on the income of Mr. Chinkon. Since that time the arrears have increased by only \$24.

It is apparent that the respondent does not presently have the financial capacity to pay the rent arrears which appear to be based primarily on Mr. Chinkon's income. In my opinion, termination of the tenancy agreement would serve no useful purpose as the landlord is not suffering any significant additional loss. In my opinion, the tenancy agreement should be allowed to continue provided the respondent continues to pay the full rent on time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$11,266 and to pay future rent on time. I leave it to the parties to arrange some form of arrears repayment schedule but feel that payments of arrears may have to wait until the respondent's financial situation improves.

Should the respondent fail to pay the monthly rent on time or fail to make reasonable arrangements within her financial means to pay the rent arrears, the applicant may make a future application seeking termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer