

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DARLENE LEISK AND RANDY LEISK**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLENE LEISK AND RANDY LEISK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand six hundred thirty six dollars (\$1636.00) in monthly payments of no less than three hundred dollars (\$300.00). The first payment shall be due no later than December 10, 2006 and payable thereafter no later than the tenth day of each month until the rent arrears are paid in full.
2. 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 7th day of
December, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DARLENE LEISK AND RANDY LEISK**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLENE LEISK AND RANDY LEISK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Darlene Leisk, respondent
Randy Leisk, respondent

Date of Decision: November 28, 2006

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless they were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$2973. The full, unsubsidized rent of \$1337 was applied in November, 2006. The applicant stated that the Income Security Officer had told her that the respondents had failed to provide any income information on which to calculate the rent for November, 2006.

The respondents disputed the allegations testifying that they had provided the income information to the Income Security Officer. The respondents stated that they had experienced problems with income reporting before. The respondents acknowledged that, ignoring the November, 2006 rent, they owed \$1636. The respondents stated that they could pay the monthly rent in full plus an additional \$300 each month until the rent arrears were paid in full.

I have no reason to doubt the sworn testimony of the respondents concerning the reporting of the household income. The applicant has no direct knowledge of the matter and relies on a conversation with the Income Security Officer. On the weight of the evidence I can not find that the respondents failed to report any income information on which to base the November, 2006

rent. I am unable to calculate what the rent should be. Ignoring the November, 2006 rent, I find the rent arrears to be \$1636 calculated as follows:

Balance as at October 31, 2006	\$1936
Payment, November 10, 2006	<u>(300)</u>
Amount owing applicant	\$1636

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1636. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount \$1636 in monthly payments of no less than \$300. The first payment shall be due no later than December 10, 2006 and payable thereafter no later than the tenth day of each month until the rent arrears are paid in full. The respondents are also order to pay future rent on time.

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

Hal Logsdon
Rental Officer