

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **LARRY HERON AND SUSIE KOMAK**, 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 -

**LARRY HERON AND SUSIE KOMAK**

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 six thousand two hundred fifty four dollars and forty seven cents (\$6254.47).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents shall pay the rent arrears in monthly payments of no less than seven hundred dollars (\$700.00) payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2007.

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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 24th day of January, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

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Applicant/Landlord

-and-

**LARRY HERON AND SUSIE KOMAK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant  
Larry Heron, respondent  
Susie Komak, respondent

**Date of Decision:** January 23, 2007

**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 between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$6254.47. The full unsubsidized rent of \$1337 has been applied for the months of December, 2006 and January, 2007. The applicant stated that the respondents were previously required to report the household income each month but the requirement had been changed to quarterly. However, the respondents had not reported any income on which to base the rent for December, 2006, January, 2007 and February, 2007.

A previous order (File #10-9161, filed on September 6, 2006) required the respondents to pay rental arrears of \$3537.47 in two payments due on September 30, 2006 and October 31, 2006.

The rent statement indicates that since the last order was issued, the respondents have paid \$2900 and received another \$1665 in rent credits, satisfying the payment of the arrears.

However, they have not paid the full amount of the rent each month since that time.

The respondents did not dispute the allegations and stated that they wanted to pay the arrears so they would be eligible for home ownership assistance. The respondents offered to pay the

assessed rent each month and pay an additional \$700/month toward the rent arrears until they were paid in full. The applicant accepted the arrangement and asked that an order be made to pay the arrears in that manner.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$6254.47. An order shall issue requiring the respondents to pay the rent arrears in monthly installments of no less than \$700 no later than the end of each month until the rent arrears are paid in full. The first payment shall be due on February 28, 2007. The respondents shall also pay the monthly rent on time.

The respondents should note that the rent charged for December, 2006 and January, 2007 will be adjusted to their income should they complete the report of income in accordance with the tenancy agreement.

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 amount of any outstanding balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer