

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **RITA OHOKAK**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**RITA OHOKAK**

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 two thousand five hundred seventy eight dollars (\$2578.00).
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 8th day of March,  
2007.

Rental Officer

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Hal Logsdon

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **RITA OHOKAK**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**RITA OHOKAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 1, 2007

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Rita Ohokak, respondent

**Date of Decision:** March 1, 2007

**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. The premises are subsidized public housing.

The applicant provided a copy of the rent statement which indicated a balance of rent owing in the amount of \$2578.

The respondent did not dispute the allegations but testified that her partner, who was not a tenant but an occupant, had recently ceased living in the premises. The rent assessment documents, presented in evidence by the applicant, indicated that the rent was based entirely on the income of the respondent's partner, her income being exempt from assessment. The respondent stated that her partner had promised to pay the rent arrears as soon as he received his income tax return.

The rent statement indicates that the respondent has made sufficient rent payments since January 1, 2007 to marginally reduce the balance owing. Her ability to pay the balance is obviously limited but she does demonstrate a willingness to pay. Unfortunately, as sole tenant to the tenancy agreement, she is responsible for payment of the rent, even though it was based largely on the income of her partner.

I must find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2578. In my opinion, this tenancy agreement should be allowed to continue provided the respondent continues to make progress in reducing the balance of arrears owing. I urge the respondent to pay the monthly rent promptly and make an additional payment each month toward the arrears. Should the respondent fail to pay the monthly assessed rent or fail to make steady progress in eliminating the rent arrears, the applicant may file another application seeking termination of the tenancy agreement.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2578 and to pay future rent on time.

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Hal Logsdon  
Rental Officer