

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JOYCE DESJARLAIS**, 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 -

**JOYCE DESJARLAIS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. 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 25th day of March,  
2008.

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Hal Logsdon  
Rental Officer

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and **JOYCE DESJARLAIS**, Respondent.

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOYCE DESJARLAIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **March 18, 2008**

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

**Appearances at Hearing:**                      **Julie Forget, representing the applicant**

**Date of Decision:**                      **March 18, 2008**

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant stated that since the application was made the respondent had paid all the outstanding rent and repair charges. The ledger, provided in evidence, indicated that the March, 2008 rent was assessed at the full unsubsidized rent and had not been paid in full. The applicant noted however that the March rent had not yet been assessed by the Income Security Officer, who had all the necessary income information from the respondent. Therefore the applicant was not seeking the payment of the March, 2008 rent at this time.

The applicant also noted that three previous orders had been issued terminating the tenancy agreement unless the rent arrears were paid by a certain date. The applicant stated that each order had been satisfied but the respondent continued to breach her obligation to pay the rent on the days it was due. The applicant acknowledged that the respondent had already been ordered to pay future rent on time but requested that it be ordered again. The applicant withdrew the request to terminate the tenancy agreement.

In my opinion the applicant is being extraordinarily lenient with the respondent. This is the fourth order to be issued regarding the non-payment or late payment of rent. The respondent has failed to appear at any of the hearings to offer any reason why she has been unable to pay the rent. At

some point in time, I expect the landlord will grow tired of continually filing applications in order to collect the rent and request termination regardless of whether the rent is paid.

I do not usually issue multiple orders requiring a tenant to pay future rent on time. I assume one is sufficient. In this case, however, perhaps it is appropriate. An order shall issue requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer