

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JOHNNY MARTIN AND VIOLET MARTIN**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

JOHNNY MARTIN AND VIOLET MARTIN

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 sixty two thousand two hundred forty six dollars and twenty eight cents (\$62,246.28).
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 12th day of May, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JOHNNY MARTIN AND VIOLET MARTIN**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

JOHNNY MARTIN AND VIOLET MARTIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rose Black, representing the applicant
Johnny Martin, respondent
Violet Martin, respondent

Date of Decision: May 12, 2011

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 to pay future rent on time. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$60,517.28. The applicant stated that since the application was filed, the May, 2011 rent of \$1729 had come due and no payments had been made, bringing the balance owing to \$62,246.28. The applicant stated that a previous order (file #10-10362, filed on October 23, 2008 has been satisfied).

The full unsubsidized rent has been charged on numerous occasions. The applicant stated that the respondents' income exceeds the maximum allowable for occupancy in subsidized public housing and therefore the maximum rent has been charged.

The respondents did not dispute the rent arrears but believed they were charged for a broken window that was not their fault. My review of the ledger indicates only one charge (\$100.31) for an unspecified repair made in 2003. The amount has now been paid in full and was part of the previous decision in October, 2008. If, in fact, this is for a broken window, I can not revisit that matter now.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$62,246.28. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$62,246.28 and to pay future rent on time.

Hal Logsdon
Rental Officer