

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIM KAMEEMALIK**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

KIM KAMEEMALIK

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 four dollars (\$2574.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1037 Williams Avenue, Yellowknife, NT shall be terminated on August 29, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears and the August, 2012 rent in the total amount of four thousand one hundred ninety nine dollars (\$4199.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIM KAMEEMALIK**, 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-

KIM KAMEEMALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 25, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Kim Kameemalik, respondent

Date of Decision: July 25, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the arrears were paid in full on or before July 31, 2012. The premises are subsidized public housing.

The tenancy agreement between the parties was terminated by order on November 30, 2011 (file #10-12453, filed on November 9, 2011). An eviction order was subsequently issued to be effective on March 15, 2012. The applicant stated that the respondent entered into a payment agreement on March 30, 2012 and the landlord entered into a new tenancy agreement with the respondent on May 1, 2012. This effectively cancelled the eviction order.

The applicant stated that the respondent breached the repayment agreement. The applicant provided a written summary of payments in evidence which indicated that the respondent failed to make payments in May and June, 2012 in accordance with the payment agreement. The applicant also provided a statement of the rent account in evidence which indicated a balance of rent owing of \$3774. The applicant stated that a recent payment of \$1200, not yet posted, reduced the amount owing to \$2574. The applicant sought relief in that amount.

The respondent did not dispute the allegations but noted that she had paid a significant portion of the rent arrears and was trying her best to pay the debt and continue the tenancy. She stated that

she had borrowed money and sold her vehicle to pay the rent arrears.

Clearly, the respondent is making some effort to abide by the payment plan she negotiated with the landlord but the landlord's frustration with repeated breaches of payment plans and rental officer orders is understandable. In my opinion there are sufficient grounds to terminate the tenancy agreement but the respondent should be provided a bit more time to pay the amount owing.

The parties agreed that the household income and assessed rent would not be different for August, resulting in a rent of \$1625. In my opinion, the respondent should be given until August 29, 2012 to pay the rent arrears and the August, 2012 rent. This amount is \$4199.

Rent arrears	\$2574
August rent	<u>1625</u>
Total	\$4199

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2574.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2574 and terminating the tenancy agreement on August 29, 2012 unless the rent arrears and the August rent, totalling \$4199 is paid in full. An eviction order to be effective on August 30, 2012 unless \$4199 is paid in full shall be issued separately.

Hal Logsdon
Rental Officer