

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,  
Applicant, and **RYAN LUCAS AND CHELSEY ELANIK**, 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 **SACHS HARBOUR, NT**.

BETWEEN:

**SACHS HARBOUR HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**RYAN LUCAS AND CHELSEY ELANIK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Ryan Lucas shall pay the applicant rent arrears in the amount of twenty thousand fifty one dollars and fifty six cents (\$20,051.56).
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 7th day of May,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,  
Applicant, and **RYAN LUCAS AND CHELSEY ELANIK**, 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:

**SACHS HARBOUR HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**RYAN LUCAS AND CHELSEY ELANIK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2014

**Place of the Hearing:** Sachs Harbour, NT

**Appearances at Hearing:** Marjorie Hansen, representing the applicant (by  
telephone)  
Chelsey Elanik, respondent  
Ryan Lucas, respondent

**Date of Decision:** February 11, 2014

**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 current tenancy agreement is made between the applicant and respondents as joint tenants and commenced on April 1, 2012. Mr. Lucas was the sole tenant from April 1, 2010 to March 31, 2012. Prior to April 2010 there were two term agreements between the applicant and the respondents as joint tenants. Clearly, Ms Elanik can not be liable for rent which came due when she was not a tenant. The applicant therefore elected to proceed against Mr. Lucas alone. This is reasonable as his tenancy has been continuous.

The applicant provided tenant ledger cards in evidence which indicated a balance of rent owing in the amount of \$20,941.56. The February rent has been assessed at the full unsubsidized rate of \$1445 but the applicant stated that it should be adjusted to \$555 which is based on the household income reported. The adjusted balance should therefore be \$20,051.56.

The respondents did not dispute the allegations.

I find the respondent Ryan Lucas in breach of his obligation to pay rent and find the rent arrears to be \$20,051.56. An order shall issue requiring Ryan Lucas to pay the applicant rent arrears of

\$20,051.56 and requiring the respondents to pay future rent on time.

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Hal Logsdon  
Rental Officer