

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORRAINE BEZHA**, Respondent;

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

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 -

LORRAINE BEZHA

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 thirty three thousand one hundred twenty dollars and eighty six cents (\$33,120.86).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORRAINE BEZHA**, 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-

LORRAINE BEZHA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 17, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Lorraine Bezha, respondent (by telephone)

Date of Decision: September 17, 2014

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$1025) and interest (\$1.44) applying it against rent arrears (\$33,861), a lock change (\$58), removing garbage to the dump (\$68), administration fees (\$24.79), GST (\$13.63) and general cleaning (\$121.88) leaving a balance owing to the applicant of \$33,120.86. The applicant sought relief in this amount.

The applicant provided inspection reports, a tenancy agreement, rent statements and assessment information and a statement of the security deposit in evidence. The applicant stated that the respondent had failed to report the entire household income and when the accurate income information was provided and verified, the rents were retroactively assessed on the full household income, creating significant arrears of rent. The verification of the household income and the reassessments were provided in detail.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find the reassessments in order. Applying the retained security deposit first to repairs and cleaning costs, I find rent arrears of \$33,120.86.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$33,120.86.

Hal Logsdon
Rental Officer