

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and  
**VALERIE YAKELEYA AND HAROLD MACDONALD**, 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,  
regarding the rental premises at **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**VALERIE YAKELEYA AND HAROLD MACDONALD**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #20-7664, filed on January 13, 2004) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of twenty one thousand twenty three dollars (\$21,023).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of July,  
2007.

Hal Logsdon  
Rental Officer

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BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**VALERIE YAKELEYA AND HAROLD MACDONALD**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 18, 2007</b>
<b><u>Place of the Hearing:</u></b>	<b>Tulita, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Helen Squirrel, representing the applicant Valerie Yakeleya, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 18, 2007</b>

**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 terminating the tenancy agreement between the parties. 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 \$21,023.

The applicant did not dispute the allegations but stated that the rent was assessed primarily on Mr. MacDonald's income and he would not contribute to the payment of the monthly rent. Ms Yakeleya testified that Mr. MacDonald no longer lived with her in the premises.

The tenancy agreements provided in evidence by the applicant indicate that Ms Yakeleya and Mr. MacDonald have been joint tenants since December, 1999. The assessment reports provided by the applicant in evidence indicate that the assessed rent has been based almost solely on Mr. MacDonald's income. Since 1999, the applicant has filed three applications, naming only Ms Yakeleya as respondent.

If Mr. MacDonald no longer resides in the premises, the remedy of termination is not, in my opinion, the appropriate remedy. To deprive Ms Yakeleya and her three children of their home when she has little ability to pay the outstanding rent is not reasonable. The applicant shall have

their order for rent but the applicant's request for termination of the tenancy agreement is denied.

Should Ms. Yakeleya fail to pay future rent, the applicant may seek the termination of the tenancy agreement through another application.

As the previous order (File #20-7664, filed on January 13, 2004) has been breached and remains unsatisfied, it shall be rescinded and an order issued for the respondents to pay the rent arrears which I find to be \$21,023.

Hal Logsdon  
Rental Officer

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