

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **HEATHER ADJUN**, 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,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

HEATHER ADJUN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-9955, filed on March 5, 2008) is rescinded and the respondent shall the applicant rent arrears in the amount of two thousand six hundred thirty one dollars (\$2631.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **HEATHER ADJUN**, 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-

HEATHER ADJUN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Heather Adjun, respondent

Date of Decision: May 28, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2619. A previous order (file #10-9955, filed on March 5, 2008) required the joint tenants Heather Adjun and Luc Lamesse to pay rent arrears of \$2495 in monthly installments of no less than \$100. Mr. Lamesse has since vacated the premises and the applicant and respondent entered into a new tenancy agreement with Ms. Adjun as sole tenant commencing April 1, 2008. The application was filed against Ms. Adjun only.

The respondent did not dispute the allegations but the parties agreed that the rent arrears were largely due to the income of Mr. Lamesse.

There are two tenancy agreements involved in this matter. The previous order was made with regard to the earlier tenancy agreement between the applicant and Ms. Adjun and Mr Lamesse as joint tenants. That tenancy agreement was replaced by the current tenancy agreement between the applicant and Ms. Adjun as sole tenant on April 1, 2008. Any rent arrears which have accrued since April 1, 2008 are the sole responsibility of Ms. Adjun, however I find there are none. Ms. Adjun currently enjoys a credit balance on that account, calculated as follows:

April/08 rent	\$488
May/08 rent	32
Payment, May 05/08	(500)
Payment, May 05/08	<u>(32)</u>
Balance	(12)

The balance on the joint tenancy rent account as at March 31, 2008 is \$2631. The required payments have not been made in accordance with the previous order. Therefore I find the joint tenants, Ms. Adjun and Mr. Lamesse in breach of that order. However, since Mr. Lamesse was not named in the current application or served, I can not issue a new order against him for the balance of the arrears.

I find the respondent, Heather Adjun in breach of the previous order. An order shall issue rescinding the previous order and ordering Ms. Adjun to pay the balance of the rent arrears owing which I find to be \$2631. The request for termination is denied as the respondent is not in breach of the current tenancy agreement.

Hal Logsdon
Rental Officer
