

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VELMA ONGAHAK AND LORNE HOBBS**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

VELMA ONGAHAK AND LORNE HOBBS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand three hundred thirty eight dollars (\$5338.00). The respondents shall pay the arrears in monthly payments of at least one hundred dollars (\$100.00). The first payment shall be due on August 31, 2008 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.
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 31st day of July,
2008.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

VELMA ONGAHAK AND LORNE HOBBS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 30, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Velma Ongahak, respondent
Lorne Hobbs, respondent

Date of Decision: July 30, 2008

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. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent in the amount of \$5338.

The respondents questioned the assessments of rent that had been made by the subsidy agent, suggesting that the household income was not as high as was noted. However, the respondents provided no evidence of the household income to enable a determination as to whether the rent calculation was correct. In the absence of any evidence to the contrary, I accept the income and rent determination of the subsidy agent. I note that the respondents still have the right to appeal the assessment of rent to the subsidy agent if they believe it was done incorrectly.

The parties agreed that the rent arrears could be paid in monthly installments of \$100 provided the monthly rent was paid on time and consented to an order requiring future rent to be paid on time and the rent arrears to be paid in monthly payments of \$100.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$5338. An order shall issue requiring the respondents to pay the monthly rent

on time and to pay an additional monthly payment of no less than \$100 until the rent arrears are paid in full. The first payment shall be due on August 31, 2008 and payable thereafter no later than the last day of each month until the rent arrears are paid in full.

Should the respondents fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the lump sum payment of the remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer
