

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **AMANDA JOHNSTONE**, 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 -

**AMANDA JOHNSTONE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand seven hundred nine dollars (\$5709.00). The rent arrears shall be paid in monthly installments of no less than two hundred dollars (\$200.00), the first payment being due no later than February 29, 2008. Thereafter, monthly payments shall be made no later than the last day of every month until the rent arrears are paid in full.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income in accordance with Article 6 of the tenancy agreement.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of February, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**AMANDA JOHNSTONE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2008

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant  
Amanda Johnstone, respondent

**Date of Decision:** February 7, 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 termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7078. The full unsubsidized rent of \$1369 has been applied for the months of January and February, 2008. The applicant stated that the subsidy had not been received from the Income Security Program and she assumed the respondent had not reported the household income to enable the calculation of a subsidized rent for those months.

The respondent acknowledged that they had not reported any income on which to base the February, 2008 rent but thought they may have reported income for the January, 2008 rent. The respondent stated that she would pay the rent arrears in monthly installments of \$200 and the applicant withdrew the request for termination in favour of an order requiring that the arrears be paid in that fashion.

There is not sufficient evidence to establish that the respondent has failed to produce any income information on which to base the January, 2008 rent. Therefore I am not of the opinion that the application of the full unsubsidized rent is reasonable. I am unable to determine the appropriate rent for that month. Ignoring the January, 2008 rent, I find rent arrears of \$5709 calculated as

follows:

Balance as per statement	\$7078
less January/08 assessment	<u>(1369)</u>
Rent arrears	\$5709

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5709.

I find the application of the full unsubsidized rent for February, 2008 to be reasonable. I also find the respondent in breach of her obligation to report the household income in accordance with

Article 6 of the tenancy agreement which states:

**6. Tenant's Income**

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

It should be noted that if the respondent reports the household income in accordance with the tenancy agreement, the landlord is obliged to adjust the rent for February, 2008 accordingly.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5709 in monthly installments of no less than \$200. The first payment shall be due on February 29, 2008. Thereafter payments are to be made no later than the last day of every month until the rent arrears are paid in full. The respondent is also ordered to pay future rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the

monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer