

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JENETTE ABBOTT-CHIPMAN**, 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 -

**JENETTE ABBOTT-CHIPMAN**

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 three thousand thirty eight dollars (\$3038.00).
2. 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 4th day of March,  
2008.

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Hal Logsdon  
Rental Officer

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and **JENETTE ABBOTT-CHIPMAN**, 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-

**JENETTE ABBOTT-CHIPMAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2008

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Jenette Abbott-Chipman, respondent

**Date of Decision:** February 26, 2008

**REASONS FOR DECISION**

The respondent stated that her legal name was Jenette Abbott-Chipman and requested that the style of cause be corrected. The style of cause has been amended to reflect the legal name of the respondent.

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 to pay future rent on time. The applicant withdrew their request for an order terminating the tenancy agreement.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$7049. The applicant stated that the full unsubsidized rent had been applied for the months of December, 2007 and January and February, 2008. The applicant provided an E-mail from the Income Security Officer which stated that although some income information had been provided by the respondent, she believed it was incomplete. The applicant stated that they sought an order only for the rent arrears to November 30, 2007 in the amount of \$3038.

The respondent stated that she believed she had provided the complete income information to enable the calculation of the rent for the three months the full unsubsidized rent was applied. She did not dispute the amount of rent owing to November 30, 2007.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to November 30, 2007 to be \$3038. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3038 and to pay future rent on time.

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Hal Logsdon  
Rental Officer