

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

**HEATHER ADJUN AND LUC LAMESSE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 84(3) and 83(2) of the *Residential Tenancies Act* the previous order (file #10-9783, filed on December 7, 2007) is rescinded and the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred ninety five dollars (\$2495.00). The respondents shall pay the rent arrears in monthly installments of no less than one hundred dollars (\$100.00), the first payment becoming due no later than March 31, 2008 and payable thereafter on 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 4th day of March, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**HEATHER ADJUN AND LUC LAMESSE**

Respondents/Tenants

**REASONS FOR DECISION**

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

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

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

**Date of Decision:** March 4, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and breached an order by a rental officer which required them to pay rent arrears in monthly installments. The applicant withdrew their request for an order terminating the tenancy agreement and sought an order requiring the respondent to pay the remaining rent arrears in monthly installments of \$100 and to pay the monthly rent on time.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2631. The applicant stated that a credit of \$136 will be applied to the account bringing the balance owing to \$2495. The applicant stated that the rent was based primarily on the income of Mr. Lamesse who has vacated the premises.

The respondent did not dispute the allegations and acknowledged that much of the arrears had been based on the income of her former partner, who no longer lived with her.

I find the statement in order and find that the previous order has been breached. I find the remaining balance of rent owing to be \$2495. The previous order shall be rescinded and an order issued requiring the respondents to pay the rent arrears of \$2495 in monthly payments of no less than \$100. The first payment shall be due no later than March 31, 2008 and payable thereafter no later than the last day of every month, until the rent arrears are paid in full. The respondents are also ordered to pay future rent on time.

Should the respondents 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 remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer