

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MELISSA CHARLO AND JONATHAN LAFFERTY**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **DETTAH, NT**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**MELISSA CHARLO AND JONATHAN LAFFERTY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of thirty six thousand six hundred one dollars and eighty cents (\$36,601.80).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MELISSA CHARLO AND JONATHAN LAFFERTY**, 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.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**MELISSA CHARLO AND JONATHAN LAFFERTY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 1, 2010

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

**Appearances at Hearing:** Stephan Folkers, representing the applicant  
Melissa Charlo, respondent

**Date of Decision:** December 1, 2010

### **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. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$44,054.80. The applicant stated that all of the assessed rent had been adjusted based on the household income of the respondents.

The tenancy agreement between the parties was superceded on April 1, 2010 by a term tenancy agreement for the same premises made between the applicant and Melissa Charlo as sole tenant. Mr Lafferty is not named as a tenant on the new agreement although he is listed as an occupant. Therefore the tenancy agreement between the applicant and Melissa Charlo and Jonathan Lafferty ended on March 31, 2010. The application was filed on October 25, 2010. Although the application was not filed within the six month time limitation set out in section 68 of the *Residential Tenancies Act*, in my opinion, it is reasonable to extend this limit. Both parties still occupy the premises and the application was made less than a month past the time limitation. However, I shall not consider any rent arrears which have accrued after March 31, 2010 as they are the sole responsibility of Ms Charlo.

The respondent did not dispute the rent arrears.

I find the respondents in breach of their obligation to pay rent and find rent arrears in the amount of \$36,601.80 calculated as follows:

Balance on ledger as at March 31, 2010	\$40,623.80
April/09 rent adjustment to income	(43.00)
May/09 rent adjustment to income	(213.00)
June/09 rent adjustment to income	(199.00)
July/09 rent adjustment to income	(564.00)
September/09 rent adjustment to income	(896.00)
October/09 rent adjustment to income	(605.00)
November/09 rent adjustment to income	(438.00)
December/09 rent adjustment to income	(362.00)
February/10 rent adjustment to income	(293.00)
March/10 rent adjustment to income	<u>(409.00)</u>
Total	\$36,601.80

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$36,601.80.

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Hal Logsdon  
Rental Officer