

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**RICHARD YAKIENNA AND GEORGINA YAKIENNA**, 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 **BEHCHOKO, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**RICHARD YAKIENNA AND GEORGINA YAKIENNA**

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 twelve thousand two hundred sixteen dollars and thirty two cents (\$12,216.32). The arrears shall be paid in monthly installments of one hundred twenty dollars (\$120.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 2011.
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 23rd day of  
September, 2011.

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Hal Logsdon  
Rental Officer

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

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BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**RICHARD YAKIENNA AND GEORGINA YAKIENNA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 20, 2011

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

**Appearances at Hearing:** Mike Keohane, representing the applicant  
Richard Yakienna, respondent

**Date of Decision:** September 20, 2011

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$12,216.32.

The respondent stated that he had arranged for his employer to deduct \$250 from each of his biweekly pay cheques and remit the monies to the applicant. The respondent stated that these deductions had been made from the last four pay cheques. The applicant testified that the monies had not yet been remitted to them but stated that the deductions would be acceptable.

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 \$12,216.32. I suggest that the respondents follow-up with the employer to ensure any payroll deductions are forward to the landlord.

An order shall issue requiring the respondents to pay the monthly rent on time and to pay the rent arrears of \$12,216.32 in monthly payments of \$120 to be paid on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on September 30, 2011.

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 full amount of any balance owing and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer