

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIM KAMEEMALIK**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

KIM KAMEEMALIK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-12320 filed on September 14, 2011) is rescinded and the respondent is ordered to pay the balance of rent owing in the amount of ten thousand four hundred forty six dollars and ninety two cents (\$10,446.92).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1037 Williams Avenue, Yellowknife, NT shall be terminated on November 30, 2011 and the respondent shall vacate the premises on that day, unless at least two thousand five hundred ninety six dollars (\$2596.00) of the outstanding arrears is paid to the applicant.

3. Notwithstanding #1 of this order and pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, provided that the payment outlined in #2 above is made on or before November 30, 2011 the respondent may pay the balance of the rent arrears in monthly payments of two hundred dollars (\$200.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2011.
4. 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 9th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIM KAMEEMALIK**, 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-

KIM KAMEEMALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Kim Kameemalik, respondent

Date of Decision: November 9, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached an order requiring her to pay rent arrears in monthly installments and sought an order rescinding the previous order, ordering the balance to be paid in lump sum and terminating the tenancy agreement. The premises are subsidized public housing.

A previous order (file #10-12320 filed on September 14, 2011) required the respondent to pay rent arrears of \$9236.92 in monthly payments of \$400 and to pay the monthly rent on time. The applicant provided a rent statement in evidence which indicated a balance of rent owing as at October 31, 2011 of \$10,449.92. The full unsubsidized rent had been applied in October. The applicant stated that the respondent had failed to provide any income information on which to calculate a subsidized rent.

The respondent provided income information at the hearing and the applicant stated that the October rent should be reduced by \$403 leaving a balance owing of \$10,046.92. After the hearing, the applicant contacted the rental officer stating that she had made an error in the calculation and that the reduction should only be \$3, bringing the balance owing to \$10,446.92. I have checked the income information and calculation and the reduction of \$3 is correct.

The respondent did not dispute the allegations and stated that the payment plan she agreed to in September, 2011 had been difficult to meet due to the number of dependents she and her husband

support. The respondent suggested that she would be able to pay the monthly rent plus \$200/month. The applicant suggested that the remaining arrears be paid in three equal payments over the next three months.

I find the respondent in breach of the previous order. The payments she has made since the previous order was issued fall seriously short of her obligation. Since the order was issued, the respondent has been required to pay the following amounts:

September/11 rent	\$1648
September/11 arrears pmt.	400
October/11 rent	1645
October/11 arrears pmt.	<u>400</u>
Total	\$4093

The ledger indicates that including credits for electricity only \$1497 has been paid:

Payment	\$400
Elec. credit	275
Elec. credit	270
Elec. credit	280
Elec. credit	<u>272</u>
Total	\$1497

The shortfall is \$2596.

In my opinion, the tenancy should be permitted to continue if the respondent promptly pays what she originally promised and continues to pay the arrears in reduced monthly installments of \$200.

An order shall issue rescinding the previous order and ordering the balance of \$10,446.92 to be paid in full. The tenancy agreement shall be terminated on November 30, 2011 unless the

shortfall of \$2596 is paid in full on or before that date. If the payment of \$2596 is paid on or before November 30, 2011 the tenancy shall continue and the respondent may pay the balance of the arrears in installments of \$200/month payable on the last day of every month until the arrears are paid in full. The first payment shall be due on December 31, 2011. The respondent is also ordered to pay the monthly rent on time.

Hal Logsdon
Rental Officer