

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**PETER JOHN GOULET AND LUCY GOULET**, 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 **NDILO, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**PETER JOHN GOULET AND LUCY GOULET**

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 seventy four thousand six hundred fourteen dollars and eighty cents (\$74,614.80).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August,  
2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**PETER JOHN GOULET AND LUCY GOULET**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**PETER JOHN GOULET AND LUCY GOULET**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2012

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

**Appearances at Hearing:** Andy Tereposky, representing the applicant  
Peter John Goulet, respondent

**Date of Decision:** August 15, 2012

### **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 and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence. The statement indicated a balance of rent owing as at June 20, 2012 in the amount of \$73,744.80. As the respondents are still in possession of the premises, one must assume that the July rent (\$535) and the August rent (\$535) have come due. The applicant did not know if any payments had been made since the statement was produced. An inquiry to the landlord's Finance and Administration Division confirmed that a payment of \$200 had been made by the respondents on July 20, 2012 bringing the balance owing to \$74,614.80. An updated statement showing the July payment and the July and August rents was provided.

The respondent did not dispute the allegations but stated that he had been paying rent of \$200 each month.

The rent statement does indicate that regular automated monthly payments of \$200 commenced in March, 2008 and have continued to the present although many have been reversed due to insufficient funds. Why the deductions were set at \$200 when it appears that the assessed rent was considerably more than that amount is unknown. There is no evidence that the respondents

were notified of any changes in the assessment or advised that their payments were not sufficient to meet their obligation for rent. The rent has remained at \$535/month since January, 2011 and there is no evidence of any efforts to update the assessment or adjust the monthly \$200 payment. It is understandable why the respondent expressed his surprise at the hearing that the arrears were so high.

Notwithstanding the manner in which this account has been managed, I am satisfied that the rent owing has been calculated based on the respondents' income in accordance with the program guidelines. I find rent arrears of \$74,614.80. An order shall issue requiring the respondents to pay the applicant \$74,614.80 and to pay future rent on time. I leave it to the parties to determine a reasonable repayment plan.

---

Hal Logsdon  
Rental Officer