

IN THE MATTER between **LUTSEL K'E HOUSING AUTHORITY**, Applicant, and  
**ELIZABETH LOCKHART**, Respondent;

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

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

BETWEEN:

**LUTSEL K'E HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ELIZABETH LOCKHART**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of \$1776.75 in monthly installments of fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2013.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall report the household income in accordance with the tenancy agreement

and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of  
February, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **LUTSEL K'E HOUSING AUTHORITY**, Applicant, and  
**ELIZABETH LOCKHART**, 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:

**LUTSEL K'E HOUSING AUTHORITY**

Applicant/Landlord

-and-

**ELIZABETH LOCKHART**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 30, 2013

**Place of the Hearing:** Lutsel K'e, NT via teleconference

**Appearances at Hearing:** Mary Rose Casaway, representing the applicant  
Elizabeth Lockhart, respondent

**Date of Decision:** January 30, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, report the household income in accordance with the tenancy agreement and pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$1776.75. The applicant stated that all of the rent had now been adjusted to the household income but that the respondent had failed to report the household income in a timely manner in February and March, 2012.

The respondent did not dispute the allegations and stated that she could pay the monthly rent plus an additional \$50 each month until the rent arrears were paid in full. The applicant agreed to the proposed repayment proposal.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$1776.75.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1776.75 in

monthly installments of \$50, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2013. The respondent is also ordered to pay the monthly rent on time and to report the household income in accordance with the tenancy agreement and not breach that obligation again.

Should the respondent 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 payment of any balance in lump sum and terminating the tenancy agreement.

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Hal Logsdon  
Rental Officer