

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JEAN GOUINLOCK**, 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 -

**JEAN GOUINLOCK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (file#10-12452, filed on November 18, 2011) shall be rescinded and the respondent ordered to pay the balance of rent owing in the amount of two thousand fifty three dollars and ten cents (\$2053.10) unless the respondent pays the applicant and/or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013.
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as 811 Bigelow Crescent, Yellowknife, NT shall be terminated on February 28, 2013 and the respondent shall vacate the premises on

that date, unless the respondent pays the applicant and/or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of February, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JEAN GOUINLOCK**, 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-

**JEAN GOUINLOCK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 13, 2013

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Jean Gouinlock, respondent

**Date of Decision:** February 14, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached a previous order requiring her to pay rent arrears in monthly installments and pay the monthly rent on time. The applicant sought an order rescinding the previous order, ordering the payment of the remaining rent arrears in lump sum and terminating the tenancy and evicting the respondent unless the balance was paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2053.10.

The previous order (file #10-12452, filed on November 18, 2011) found rent arrears of \$2218 and ordered the respondent to pay the monthly rent on time and \$50/month toward the arrears.

The first payment was to be due in November, 2011.

The respondent expressed surprise regarding the allegations stating that she had assumed she had paid the amounts required by the order until she was served with the *Application to a Rental Officer*. She stated that the statements she received were difficult for her to read. She stated that she could make the \$50/month payments that were ordered and could most likely pay the shortfall in order to catch up.

The applicant stated that she had informed the respondent that she was behind with her scheduled

arrears payments but did not produce any written notice to that effect.

My review of the rent statement indicates that the respondent made sufficient payments from November, 2011 through March, 2012 to satisfy the order. In April, 2012, she fell short by \$363 and has not caught up since. The cumulative shortfall was as high as \$1337 in July, 2012 and as low as \$71 in September, 2012. The current shortfall is \$585. Since the order was issued, the respondent has been in compliance with the order only six months out of fifteen.

Since both cash payments and subsidies for electricity are credited to the account, I understand the difficulty the respondent may have had monitoring her compliance with the order. However she could not have reasonably thought that she had complied with the order in either June or July, 2012 when she failed to make any payments at all or earn any subsidy credits for electricity.

I find the respondent in breach of the previous order. In my opinion, the tenancy agreement should continue and the previous order should remain in effect provided that the respondent makes payments or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013. Payment of this amount will return the respondent to compliance with the previous order and she may continue to pay the monthly rent and arrears as previously ordered. In my opinion, there are sufficient grounds to terminate the tenancy agreement if this payment is not made.

I find the respondent in breach of the previous order. An order shall issue rescinding the previous

order and ordering the respondent to pay the full balance of \$2053.10 unless the respondent pays the applicant and/or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013.

The order shall also terminate the tenancy agreement on February 28, 2013 unless the respondent pays the applicant and/or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013.

An eviction order to be effective on March 1, 2013 unless the respondent pays the applicant and/or earns electricity subsidy credits totalling at least \$635 on or before February 28, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer