

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
DONNA SANSPARIEL AND NELSON FOOTBALL, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

DONNA SANSPARIEL AND NELSON FOOTBALL

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 eighteen thousand dollars (\$18,000.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant call out charges of forty four dollars and seventy three cents (\$44.73).
3. Pursuant to section 83(2) of the *Residential Tenancies Act* the rent arrears and the call out charges shall be paid in monthly installments of five hundred dollars (\$500.00) payable on the last day of every month until the rent arrears and call out charges are paid in full.

The first payment shall be due on April 30, 2013.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April, 2013.

Hal Logsdon
Rental Officer

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DONNA SANSPARIEL AND NELSON FOOTBALL, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

DONNA SANSPARIEL AND NELSON FOOTBALL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 26, 2013

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Michael Keohane, representing the applicant
Donna Sanspariel, respondent
Nelson Football, respondent

Date of Decision: March 26, 2013

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay call-out charges to open the door to the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and call-out charges and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of \$19,663. The applicant stated that all of the assessed rent was based on the reported household income. The applicant also provided an invoice and a work order outlining call-out charges of \$44.73 to assist the respondents when they had locked themselves out of the premises.

The respondents stated that they had paid \$1663 earlier in the day which was not noted on the applicant's statement. The applicant acknowledged the payment and revised their request for rent arrears to \$18,000.

The respondents stated that they could pay the monthly rent plus an additional \$500 until the rent arrears and the call-out charges were paid in full. The applicant agreed to the proposal and withdrew their request to terminate the tenancy agreement and evict the respondents.

I find the respondents in breach of their obligation to pay rent and their obligation to pay the call-

out charges. I find rent arrears of \$18,000 and find the call out charges of \$44.73 to be reasonable.

An order shall issue requiring the respondents to pay the monthly rent on time and to pay the arrears and call-out charges in monthly installments of \$500 payable on the last day of every month until the rent arrears and call-out charges are paid in full. The first payment shall be due on April 30, 2013.

Should the respondents fail to pay the monthly rent on time or fail to pay the rent arrears and call-out charges as ordered, the applicant may file another application seeking full payment of any remaining balance and termination of the tenancy agreement and eviction.

Hal Logsdon
Rental Officer