

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **HEATHER ADJUN**, 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 -

**HEATHER ADJUN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand one hundred thirty five dollars (\$1135.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of eighty two dollars and thirty nine cents (\$82.39).
3. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2043 Sissons Court, Yellowknife, NT shall be terminated on April 30, 2014 and the respondent shall vacate

the premises on that date unless at least two thousand one hundred eighty seven dollars and thirty nine cents (\$2187.39) of the previously ordered repair costs (file #10-13797, filed on January 10, 2014) is paid to the applicant on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of April, 2014.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **HEATHER ADJUN**, 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-

**HEATHER ADJUN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 2, 2014

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Randall Horne, witness for the applicant  
Heather Adjun, respondent

**Date of Decision:** April 10, 2014

**REASONS FOR DECISION**

The respondent was previously ordered to pay repair costs of \$8859.88 and rent arrears of \$63.93 (file #10-13797, filed on January 10, 2014). When that matter was heard on November 27, 2013 the applicant stated that the respondent had agreed to pay the debt in monthly installments of \$215 along with the rent until paid in full and had complied with that agreement to date. The applicant alleged that the respondent had now breached that agreement and had failed to pay for an additional repair of a clogged toilet. The premises are subsidized public housing.

The applicant sought an order for additional repair costs and rent arrears and terminating the tenancy agreement and evicting the respondent. The applicant stated that they were willing to continue the tenancy agreement and the permit repayment in accordance with the original agreement if the respondent caught up with the payments she had promised to make.

The applicant provided a statement of account which indicated a balance owing of \$9985.82 composed of rent arrears of \$1135 and repair costs of \$8850.82. All of the rent arrears have accrued since the previous order was issued and are composed of the December, 2013 rent (\$610), January, 2013 rent (\$160) and the April, 2014 rent (\$365). The only new repair costs are \$82.39 for the clogged toilet. The remaining balance of repair costs was considered in the previous order.

The applicant stated that the respondent would have to pay \$2187.39 to catch up with her

promised payment agreement. This amount has been calculated as follows:

|   |                  |
|---|------------------|
| Balance as at November 30, 2013           | \$9248.81        |
| Less denied fence repair (previous order) | (375.38)         |
| Arrears payments due as per agreement     | <u>(1075.00)</u> |
| Balance (if agreement followed)           | \$7798.43        |
| Actual balance                            | <u>9985.82</u>   |
| Shortfall                                 | \$2187.39        |

The applicant's witness testified that the toilet was clogged by a large bone. A photograph was provided in evidence. He stated that the toilet had to be removed to dislodge the obstruction.

The respondent did not dispute the allegations. She stated that she had applied for assistance to address the debt but had been denied.

I find the applicant's statement in order. Taking into consideration the previous order, I find additional rent arrears of \$1135 and additional repair costs of \$82.39. I find the repair costs reasonable. In my opinion, the termination of the tenancy agreement unless the respondent brings the payments up to date by April 30, 2014 is reasonable. I find the shortfall to be \$2187.39.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1135 and repair costs of \$82.39 and terminating the tenancy agreement on April 30, 2014 unless a payment of at least \$2187.39 is made on or before that date. An eviction order to be effective on May 1, 2014 unless the payment of \$2187.39 is made on or before April 30, 2014.

---

Hal Logsdon  
Rental Officer