

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **KATHY FRANKI AND NICK ALBERT**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**KATHY FRANKI AND NICK ALBERT**

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 two thousand fifty six dollars and eleven cents (\$2056.11).
2. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondents shall not breach their obligation to pay for electricity again.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondents shall not breach their obligation to report the household income again.

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

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of November, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **KATHY FRANKI AND NICK ALBERT**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**KATHY FRANKI AND NICK ALBERT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 8, 2014**

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

**Appearances at Hearing:**                      **Ella Newhook, representing the applicant**  
   **Kathy Franki, respondent**  
   **Nick Albert, respondent**

**Date of Decision:**                              **October 8, 2014**

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to report the household income and failing to pay for electricity. The applicant withdrew their request for an order to pay for repair costs and terminating the tenancy agreement in favour of an order to pay the alleged rent arrears, to not breach their obligations to pay for electricity and to report the household income in the future and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$2056.11. The applicant stated that all of the rent had now been adjusted to the household income but noted that the full unsubsidized rent had previously been applied on several occasions because the respondents failed to provide any household income information to permit the calculation of a subsidized rent. The tenancy agreement obligates the tenant to provide that information when requested.

The applicant also testified that the electricity had been discontinued but had now been restored by the respondents. The tenancy agreement obligates the tenant to pay for electricity during the term of the tenancy.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2056.11. I also find that the respondents have breached their obligations to pay for electricity and to report the household income however these breaches have been resolved.

An order shall issue requiring the applicants to pay rent arrears of \$2056.11, to not breach their obligations again to pay for electricity and report income and to pay future rent on time.

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Hal Logsdon  
Rental Officer