

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **ATTANDA YAKELEYA**, 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 -

**ATTANDA YAKELEYA**

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 two thousand three hundred thirty eight dollars (\$2338.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 642 Williams Avenue, Yellowknife, NT shall be terminated on January 31, 2015 and the respondent shall vacate the premises on that date unless the rent arrears and the rents for December, 2014 and January, 2015 in the total amount of three thousand five hundred fifty eight dollars (\$3558.00) are paid in full on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of  
November, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **ATTANDA YAKELEYA**, 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-

**ATTANDA YAKELEYA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 18, 2014

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Attanda Yakeleya, respondent

**Date of Decision:** November 18, 2014

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy and evicting the respondent unless the rent arrears are paid. 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 \$2338. The applicant stated that all of the assessed rent had been calculated on the reported household income of the respondent using the approved public housing rent scale. The applicant also stated that the respondent's income was based on a regular salary and as such the rent for December, 2014 and January, 2015 would be assessed at \$610.

The respondent did not dispute the allegations and stated that she could pay the rent arrears and the December and January rent on or before January 31, 2015. The applicant agreed to continue the tenancy if the rent account was current by that date.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears of \$2338. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2338 and

terminating the tenancy agreement on January 31, 2015 unless the rent arrears and the rent for December, 2014 and January, 2015 are paid in full. I calculate that amount to be \$3558 as follows:

Balance as per statement	\$2338
December, 2014 rent	610
January, 2015 rent	<u>610</u>
Total	\$3558

An eviction order to be effective on February 1, 2015 unless the rent arrears and the December and January rents totalling \$3558 are paid on or before January 31, 2015 shall be issued separately.

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Hal Logsdon  
Rental Officer