

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
PAMELA LAMOUELLE, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **WEKWEETI, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

PAMELA LAMOUELLE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears of fifteen thousand fifty eight dollars (\$15,058.00) in monthly installments of one hundred fifty dollars (\$150.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2015.
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of three hundred dollars (\$300.00).

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

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of March, 2015.

Hal Logsdon
Rental Officer

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PAMELA LAMOUELLE, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

PAMELA LAMOUELLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 4, 2015

Place of the Hearing: Yellowknife, NT via telephone

Appearances at Hearing: Gerry Cheezie, representing the applicant
Pamela Lamouelle, respondent

Date of Decision: February 4, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit balance and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing as \$15,358. Of this amount, \$300 represents the unpaid balance of the required security deposit of \$500, making the rent arrears \$15,058. The applicant sought an order requiring the respondent to pay the alleged rent arrears in monthly payments of \$150 and to pay the outstanding security deposit.

The respondent did not dispute the alleged balance of the rent or the outstanding security deposit and agreed to pay the rent arrears in monthly installments, along with the rent until the rent arrears were paid in full.

The applicant sought termination of the tenancy agreement in order to enter into another tenancy agreement for the premises naming the respondent and her common-law spouse as joint tenants. The respondent stated that she was willing to terminate the current tenancy agreement in favour of a joint agreement.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$15,058. I find the outstanding security deposit to be \$300.

In my opinion, it is not reasonable to terminate the tenancy agreement simply on the grounds that the landlord wishes to convert the sole tenancy agreement to a joint tenancy agreement, particularly when it appears that the parties are willing to do this by mutual consent. The request for an order terminating the tenancy agreement is denied.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$15,058 in monthly installments of \$150 payable on the last day of every month until the arrears are fully paid. The first payment shall be due on February 28, 2015. The respondent is also ordered to pay the outstanding balance of the required security deposit of \$300.

Hal Logsdon
Rental Officer