

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**PETER JOHN GOULET AND LUCY GOULET**, Respondents;

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 **NDILO, NT**

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**PETER JOHN GOULET AND LUCY GOULET**

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 fifteen thousand nine hundred seventeen dollars and twelve cents (\$15,917.12).
2. 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 2nd day of April,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**PETER JOHN GOULET AND LUCY GOULET**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**PETER JOHN GOULET AND LUCY GOULET**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2015

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

**Appearances at Hearing:** Jessica Relucio, representing the applicant  
Lucy Goulet, respondent

**Date of Decision:** March 11, 2015

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay the monthly rent on time in the future. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$77,466.74.

The respondent disputed the rent arrears testifying that they were under the impression that they were responsible for the maintenance of the premises and had paid for the maintenance since the commencement of the tenancy. The applicant acknowledged that the tenants had paid for maintenance costs which were the responsibility of the landlord, had accepted expenditures of \$4675.88 and would credit the account with that amount. The credit does not appear on the tenant ledger.

A previous order (file #10-12975, filed on August 23, 2012) required the respondents to pay rent arrears of \$74,614.80. The applicant has filed that order and commenced garnishment. Since the order was issued, the ledger indicates that \$5510 has been paid in rent and \$12,231.06 has been received through garnishments. Therefore the outstanding amount required to satisfy the previous order is \$56,873.74.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$72,790.86.

Taking into consideration the unsatisfied balance of the previous order, an additional order shall issue requiring the respondents to pay rent arrears of \$15,917.12 calculated as follows:

Balance as per ledger	\$77,466.74
Less maintenance credit	<u>(4,675.88)</u>
Rent arrears	\$72,790.86
Less unsatisfied balance	<u>(56,873.74)</u>
Order	\$15,917.12

The respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer