

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LUCY DESJARLAIS**, 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:

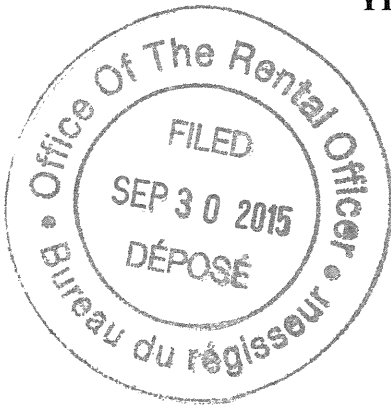
YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LUCY DESJARLAIS

Respondent/Tenant



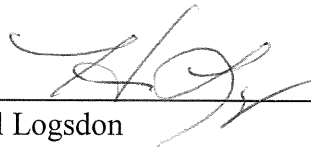
ORDER

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 six thousand thirty six dollars and ninety six cents (\$6036.96) in monthly installments of one thousand dollars (\$1000.00) payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on August 31, 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not

breach her obligation to report the household income in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
September, 2015.



Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LUCY DESJARLAIS**, 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:

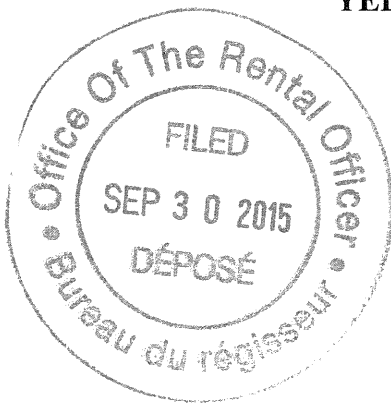
YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LUCY DESJARLAIS

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: August 19, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Lucy Desjarlais, respondent

Date of Decision: August 19, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, report the household income on time in the future, and terminating the tenancy agreement and evicting the respondent unless the rent arrears are paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$6036.96. The applicant stated that all of the rents assessed had now been adjusted to the household income but noted that the respondent had failed to provide that information when requested on a number of occasions, resulting in the temporary application of the full unsubsidized rent.

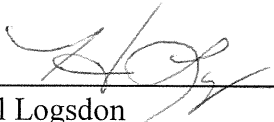
The respondent did not dispute the allegations and the parties agreed to continue the tenancy agreement if the rent arrears were paid in installments of at least \$1000/month and the monthly rent was paid on time.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$6036.96. I also find that the respondent has breached her obligation to report the household income in the past.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6036.96 in monthly installments of \$1000 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2015. The respondent is also ordered to pay the monthly rent on time and to not breach her obligation to report the household income again.

Should the respondent fail to pay the rent arrears as ordered or fail to pay the monthly rent on time, the applicant may file another application seeking the full lump sum payment of any balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.



Hal Logsdon
Rental Officer