

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **EMILY LAWSON**, 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 -

**EMILY LAWSON**

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 three thousand four hundred three dollars and ten cents (\$3403.10).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of  
September, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **EMILY LAWSON**, 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-

**EMILY LAWSON**

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  
Emily Lawson, respondent

**Date of Decision:** September 2, 2015

### **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 agreement and evicting the respondent. 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 \$3808.10. The full unsubsidized rent of \$1625 had been applied in August, 2015.

The applicant testified that the respondent had failed to provide any income information to permit the calculation of a subsidized rent for that month.

The respondent did not dispute the allegations and stated that she intended to terminate the tenancy agreement on September 30, 2015 because the stress of living in public housing was adversely affecting her health. The applicant agreed to withdraw the request for an order terminating the tenancy agreement if the respondent provided a valid notice of termination but urged the respondent to consider this carefully before proceeding. The parties agreed to meet with the rental officer on September 2, 2015 before any order was issued.

The parties met with me on September 2, 2015 and the respondent reiterated her intention to terminate the tenancy agreement by her notice and had served a written notice of termination on the landlord. The applicant withdrew their request for a termination order. The applicant also

provided an updated statement of account which indicated that the August, 2015 had been adjusted to the respondent's reported income. The September, 2015 rent, based on the respondent's reported income had also been applied. The balance owing was now shown as \$3403.10.

Previous balance	\$3808.10
Reverse August rent	(1625.00)
Apply August rent	610.00
September rent	<u>610.00</u>
Total	\$3403.10

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 \$3403.10. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3403.10.

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Hal Logsdon  
Rental Officer