

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORI JEWELL**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LORI JEWELL

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 eight hundred forty eight dollars (\$3848.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of six hundred seventy seven dollars and thirty three cents (\$677.33).
3. 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 2021 Sissons Court,
Yellowknife, NT shall be terminated on April 15, 2003 and the respondent shall vacate
the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LORI JEWELL**, 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-

LORI JEWELL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 11, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Angela Keppel, representing the applicant Lori Jewell, respondent
<u>Date of Decision:</u>	March 13, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant also alleged that the respondent had ceased to meet the income eligibility requirement to continue living in subsidized public housing. The applicant sought an order requiring the respondent to pay the alleged rent arrears and remainder of the security deposit and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account. The applicant testified that there were rent arrears in the amount of \$3848. The applicant noted that the full unsubsidized rent of \$1275 was applied in November and December, 2002 and in January and February, 2003 because the respondent exceeded the maximum income level for eligibility. The applicant provided a letter and policy statement outlining the eligibility policy. The applicant stated that the maximum rent charged for those months was subsequently adjusted to rent-geared-to-income when it was discovered that the wrong income level had been applied.

The applicant also provided a copy of the security deposit account which indicated a balance of security deposit held, including accrued interest, in the amount of \$597.67. The written tenancy agreement indicated a required security deposit of \$1700 but the applicant indicated that it has been reduced to reflect market rent to \$1275.

The respondent did not dispute the allegations but indicated that her income had been heavily garnished by the Government of Canada for failure to file income tax returns. She stated that she had completed the required returns and expected a large refund no later than mid-April.

The statement of rent is somewhat confusing as it contains two totals. The applicant and respondent both agreed that the lower amount represented the amount of arrears owing. That amount is \$3848. The parties also agreed on the amount of security deposit required and the amount paid. I find the outstanding amount to be \$677.33 which is the difference between the required deposit and the amount held by the applicant including the accrued interest.

In my opinion, there are no grounds to terminate this tenancy agreement on the basis that the respondent no longer meets the income eligibility requirement. In both policy documents submitted by the applicant, the maximum income for continued eligibility is the "homeownership CNIT". This amount is stated on the respondent's household income form as \$6833. The respondent's income as per that form is \$5123.06.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the outstanding rent and security deposit are promptly paid. It appears that the respondent will have the means to pay these amounts in full by April 15, 2003. In my opinion, it is reasonable to permit the respondent that time to retire these debts.

An order shall be issued requiring the respondent to pay the applicant rent arrears of \$3848 and

the remainder of the security deposit in the amount of \$677.33. The order shall terminate the tenancy agreement on April 15, 2003 unless those amounts are paid in full to the applicant.

Hal Logsdon
Rental Officer