

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **NOEL BONNETROUGE AND LUCY LANDRY**, 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,
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

NOEL BONNETROUGE AND LUCY LANDRY

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 two thousand two hundred fifty six dollars (\$2256.00).
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 25th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **NOEL BONNETROUGE AND LUCY LANDRY**, 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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

NOEL BONNETROUGE AND LUCY LANDRY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 14, 2003
<u>Place of the Hearing:</u>	Fort Providence, NT
<u>Appearances at Hearing:</u>	Diana Gargan, representing the applicant Lucy Landry, respondent Noel Bonnetrouge, respondent
<u>Date of Decision:</u>	July 25, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the respondents to pay the alleged rent arrears and pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2256.

The respondents questioned why the rent had been assessed at \$897 for the month of June, 2003. The applicant explained that the assessment was based on the household income and was higher that month due to an extra pay period and unreported income from the previous month. The hearing was adjourned to permit the applicant to produce details on the rent assessment.

When the hearing was continued, the applicant provided copies of the household income form and payroll documents submitted by the respondents on which the June rent was based.

Both respondents work on an hourly basis. The testimony of the applicant and the income information provided both indicate that the household income varies from month to month. Therefore, in my opinion, it is reasonable to require the tenants to report household income received each month. The tenancy agreement requires the tenant to report household income and any changes to that income. The result of this fluctuating income will be a corresponding

fluctuation in rent. When there is an extra pay period in the month, the rent will naturally be higher. The respondents also reported income which should have been reported in the previous month, resulting in a higher rent. Establishing equal monthly rent payments is only possible when the annual household income can be determined. This is not the case with this tenancy.

I have examined the documents provided by the applicant and in my opinion, the rents have been calculated in accordance with the rent scale and the income information provided by the respondents. I therefore find the ledger in order and find the rent arrears to be \$2256.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$2256 and to pay future rent on time.

Hal Logsdon
Rental Officer