

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MARLENE MENACHO**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MARLENE MENACHO**

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 one thousand four hundred one dollars (\$1401.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MARLENE MENACHO**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**MARLENE MENACHO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 6, 2004

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

**Appearances at Hearing:** Helen Squirrel, representing the applicant  
Marlene Menacho, respondent

**Date of Decision:** January 9, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and to 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 \$1401.

The respondent did not dispute the allegations but indicated that she had asked the landlord to make certain repairs which had not been done. She also asked the applicant why she was paying so much more rent than her spouse.

The respondent has not filed an application regarding the allegations against the landlord. I am therefore unable to consider the matter at this time. The respondent may wish to file a future application should they believe that the landlord has not met their obligation to repair or maintain the premises.

The applicant provided details of two significant adjustments to the rent which appeared on the ledger. The first, an adjustment of \$2018 was made on April 28, 2003. The applicant explained this adjustment was made after the respondent declared the household income and the rent for six months was adjusted in accordance with the reported income. Copies of the household income declarations were provided by the applicant which I find in order.

The second adjustment reduced the balance of rent owing by \$2730 and is somewhat unusual.

The applicant explained that it was the share of the rent for the respondent's spouse, based on the respective incomes. Evidently, the landlord has decided to reduce the respondent's rent balance by the amount they feel should be paid by her spouse. The applicant indicated that they did not wish to collect that amount from the respondent, believing it should be paid by her spouse.

Notwithstanding that the spouse was not a tenant but only an occupant, and that the respondent is legally responsible for the whole amount of the rent regardless of the sources of household income, it is undoubtedly the right of the landlord to forgive any portion of the rent they do not wish to collect from the tenant. Although unusual, it is the landlord's option to reduce the amount owing.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1401. An order shall issue requiring the respondent to pay the rent arrears and to pay future rent on time.

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Hal Logsdon  
Rental Officer