

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **MARY ADELE APPLES**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

MARY ADELE APPLES

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 two thousand three hundred sixty nine dollars and twenty eight cents (\$2369.28).
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 19th day of December, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **MARY ADELE APPLES**, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

MARY ADELE APPLES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Mary Adele Apples, respondent
Mary Rose Koyina, interpreter

Date of Decision: December 13, 2005

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 termination of the tenancy agreement. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$31,607.28. The premises are subsidized public housing.

The full unsubsidized rent has been applied each month since October, 2004. The applicant testified that the respondent has failed to provide any income information since that time on which to calculate the rent.

The respondent is a senior citizen who would not be charged any rent except for the fact that her three adult sons live with her. The respondent testified that none of them had worked since October, 2004 nor had they received any income support payments. The applicant had no knowledge of any income earned by the other occupants of the premises.

Although the respondent may not have formally filed an income statement, her testimony that there is no income in the household other than her own is, in my opinion, sufficient to calculate the rent at \$32 for those months where the full unsubsidized rent has been charged.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$2369.28 calculated as follows:

Balance as per ledger (September 1, 2004)	\$1889.28
Rent (15 months @\$32/month)	<u>480.00</u>
Balance	\$2369.28

In my opinion, this tenancy agreement should continue provided the respondent pays future rent on time and makes some arrangement to pay the arrears over time. Should the balance owing continue to increase, the applicant may seek the remedy of termination through a future application.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$2369.28 and to pay future rent on time.

Hal Logsdon
Rental Officer