

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

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 twelve thousand one hundred fifty five dollars (\$12,155.00).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
December, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

MARY ADELE MACKENZIE

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 Mackenzie, respondent
Monique Mackenzie

Date of Decision: December 13, 2005

REASONS FOR DECISION

The tenancy agreement between the parties is made in writing and is between the applicant and Mary Adele Mackenzie as sole tenant. Monique Mackenzie is listed as an occupant only. The style of cause of the order shall reflect the actual parties to the tenancy agreement.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant also alleged that the tenant was no longer eligible for the unit due to her family size.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$12,155. The full, unsubsidized rent has been applied each month since August, 2005. No rent has been paid since that date. The applicant testified that the full rent was applied because the tenant failed to provide any income information on which to calculate the rent.

The respondent stated that she had recently moved out of the premises but that her mother continued to occupy the unit.

The respondent is the sole tenant. No other occupants have the right of possession if the tenant

has abandoned the premises. Tenants of subsidized public housing do not enjoy the right of assignment of the tenancy agreement and are not permitted to "give" the house to someone else. There is no evidence to suggest that the applicant has entered into a new tenancy agreement with anyone else for these premises.

There does not appear to be any requirement to issue an order terminating this tenancy agreement as the tenant has already given up possession. I leave it to the applicant to decide if they wish to offer the remaining occupant other accommodation or seek her eviction.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$12,155. An order shall issue requiring the respondent to pay rent arrears in the amount of \$12,155. The respondent may report the household income to the landlord for the period during which the full rent was applied and the rent will be adjusted to a rent geared to that income.

Hal Logsdon
Rental Officer