

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **BRENT SQUIRREL AND TAMMIE CAZON-SQUIRREL**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

BRENT SQUIRREL AND TAMMIE CAZON-SQUIRREL

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 three thousand eight hundred ninety dollars and thirty four cents (\$3890.34).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of April,
2006.

Hal Logsdon
Rental Officer

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-and-

BRENT SQUIRREL AND TAMMIE CAZON-SQUIRREL

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 16, 2006
<u>Place of the Hearing:</u>	Fort Simpson, NT
<u>Appearances at Hearing:</u>	Hilda Gerlock, representing the applicant Tammie Cazon-Squirrel, respondent Rita Cazon, representing the respondent
<u>Date of Decision:</u>	March 16, 2006

REASONS FOR DECISION

The respondent stated that her legal name was not as stated on the application or the tenancy agreement. The style of cause of the order shall reflect the proper name of the respondent.

The tenancy agreement between the parties was terminated in November, 2005 when the respondents vacated the premises. The applicant retained the security deposit, applying the deposit and accrued interest to rent arrears, resulting in a balance owing to the landlord of \$3890.34. The applicant provided a copy of the statement in evidence and sought an order requiring the respondents to pay the alleged arrears. The premises are subsidized public housing.

The respondent disputed the arrears stating that the household income on which the rent was based was not accurate. The respondent also stated that she had not reported the changes of income to the landlord as required by the written tenancy agreement. No income information was brought to the hearing. I find no basis on which to change any of the previously assessed rent.

The applicant agreed to consider changes to the previously assessed rent if the income information was produced by the respondents.

The respondent had numerous complaints about the rental premises which I have not considered. This tenancy agreement was terminated over three months ago. If the respondents had concerns about the condition or state of repair of the premises they should have made an application to a rental officer seeking remedy. They can not now use the alleged breach of the landlord as a

defence for not paying rent.

I find the applicant's statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$3890.34. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3890.34.

Hal Logsdon
Rental Officer