

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ROBERTA ALGER**, 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 **FORT SIMPSON, NT.**

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

ROBERTA ALGER

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 three thousand one hundred ninety five dollars and sixty nine cents (\$3195.69).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

ROBERTA ALGER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 12, 2006

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: July 12, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the respondent's usual address on June 27, 2006. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs. The tenancy agreement between the parties was terminated on June 1, 2006.

The applicant provided a statement of account which indicated a balance owing in the amount of \$4187.69. The applicant stated that some of the charges on the statement related to a previous tenancy agreement between the parties which was terminated in June, 2005. The applicant stated that when they entered into a new tenancy agreement with the respondent on March 6, 2006, the charges relating to the former tenancy agreement were added to the respondent's account. The applicant stated that the charges related to the latest tenancy agreement were as follows:

March/06 rent	\$32.00
April/06 rent	1708.00
May/06 rent	<u>1708.00</u>
Total	\$3448.00

The applicant testified that the full, economic rent had been applied in April and May because the respondent had failed to report any income to the landlord or their subsidy agent in accordance

with the tenancy agreement. A notice to the respondent and a confirmation from the Department of Education Culture and Employment was provided in evidence.

The applicant stated that a security deposit of \$250 was paid and that interest of \$2.31 had accrued. The security deposit was retained. The applicant stated that there were no damages to the premises.

Section 68 of the *Residential Tenancies Act*, requires that an application be made within a prescribed time period.

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Although a rental officer may extend this time limit, in my opinion, there is no justification to do so in this matter. Most of the costs involve repairs to the former premises and in my opinion, it would not be fair to review such detail over a year after the tenancy was terminated. Leave to extend the time period is therefore denied and I shall deal only with the allegations pertaining to the tenancy agreement that commenced in March, 2006.

In my opinion, the application of the full unsubsidized rent was appropriate as the respondent provided no income information on which to base a subsidized rent. Taking into account the retained security deposit and interest, I find the rent arrears to be \$3195.69 calculated as follows:

Security deposit	\$250.00
Interest on deposit	2.31
Rent arrears	<u>(3448.00)</u>
Amount due applicant	\$3195.69

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3195.69.

Hal Logsdon
Rental Officer