

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NIKI BETSINA**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

NIKI BETSINA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for electricity which was paid on her behalf in the amount of nine hundred seventy eight dollars and eleven cents (\$978.11).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of fourteen dollars and forty six cents (\$14.46).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment E-309, 900 Lanky Court, Yellowknife, NT shall be terminated on March 31, 2007 and the respondent shall vacate the premises on that date unless,

- a) the electrical costs and rent arrears in the total amount of nine hundred ninety two dollars and fifty seven cents (\$992.57) is paid to the applicant in full and,
- b) the respondent complies with her obligation to pay for electricity by re-establishing an account in her name with the supplier of electricity and,
- c) the respondent reports the household income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of March, 2007.

Rental Officer

Hal Logsdon

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NIKI BETSINA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: March 1, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail and confirmed delivered. 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 pay for electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and electrical costs paid on her behalf and terminating the tenancy agreement.

The applicant provided a statement of account in evidence which indicated a balance of rent and electrical costs owing in the amount of \$8877.57. The statement indicates that the full unsubsidized rent of \$1577 has been applied in the months of October, November and December, 2006 and January and February, 2007. The applicant stated that they had not received any rent or subsidy advice from the Income Security Officer and thought that the respondent may have failed to provide income information for all household members. The applicant stated that she had been unable to obtain confirmation from the Income Security Officer as to what, if any, income information had been submitted by the respondent. Prior to the application of the full unsubsidized rent in October, 2006, the statement indicates that the respondent owed rent of only \$14.46.

The applicant testified that the landlord had taken over the account for electricity because the respondent's service was to be disconnected for non-payment by the supplier. The account has been paid by the landlord and billed back to the respondent since October, 2007. The statement indicates that \$978.11 has been charged to the respondent for electricity paid on her behalf.

In the matter of rent, I can not determine from the evidence if the respondent has provided some income information or none at all. If the respondent has not provided any income information at all on which to base the rent, then the application of the full unsubsidized rent is reasonable. If she has provided incomplete information, the rent should be calculated on the income information provided and the landlord should seek remedy for breach of the obligation to report the income. From the evidence, it appears likely that the respondent has failed to report all of the household income and is therefore in breach of the tenancy agreement provision to report the income of every household member. The application of the full unsubsidized rent for October, November and December, 2006 and January and February, 2007 is not reasonable. I am unable to determine what the rent should be for those months but I can determine that there is \$14.46 owing which was the amount due prior to the application of the full unsubsidized rent.

The tenancy agreement requires the respondent to pay for electricity during the term of the agreement. I find the respondent in breach of her obligation to pay for electricity and find the amount charged to her for electricity paid on her behalf to be \$978.11.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the respondent promptly pays the outstanding rent arrears and electrical charges to the applicant, re-establishes an account for the supply of electricity and reports the household income in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$14.46, electrical charges of \$978.11 and terminating the tenancy agreement on March 31, 2007 unless the rent arrears and electrical charges are paid in full, the electrical account is re-established in the respondent's name and the respondent reports the household income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer