

IN THE MATTER between **LAC LAMARTRE HOUSING ASSOCIATION**,  
Applicant, and **JOHN TINQUE AND LINDA SIMPSON**, 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 **WHATI, NT**.

BETWEEN:

**LAC LAMARTRE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JOHN TINQUE AND LINDA SIMPSON**

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 two thousand five hundred ninety five dollars and three cents (\$2595.03).
2. Pursuant to section 84(2) of the *Residential Tenancies Act* the respondents may pay the rent arrears in monthly installments of no less than one hundred dollars (\$100.00), the first payment becoming due on September 30, 2007 and payable thereafter no later than the last day of every month, until the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JOHN TINQUE AND LINDA SIMPSON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 5, 2007

**Place of the Hearing:** Whati, NT

**Appearances at Hearing:** Terry Fisher, representing the applicant  
John Tinqué, respondent

**Date of Decision:** September 12, 2007

**REASONS FOR DECISION**

The applicant indicated that the legal name of the landlord was “Lac LaMartre Housing Association”. The style of cause of the order shall reflect the legal name of the landlord.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing in the amount of \$4210.03. The applicant also provided monthly invoices for the rent and rent assessment reports from the Income Security Program in evidence.

The respondent did not dispute the allegations but stated that he thought the landlord should provide a wood burning stove and install a back door before he paid rent. The respondent also complained that his water fill overflow pipe spilled water on his steps which froze in the winter.

A tenant is not entitled to withhold rent because they believe the landlord has breached one of their obligations. A tenant may file an application to a rental officer and seek a remedy through an order. Therefore, I shall consider only what is before me, which is the allegation of non-payment of rent. Should the respondents wish to file an application, they are free to do so.

I find that the rent charged to the respondents as shown on the applicant's statement is incorrect. The respondents have been over charged \$1615. The rent for May, 2006 was assessed at \$594 as shown on the Income Security Program reports yet is shown as \$1738 on the applicant's statement, a difference of \$1144. The rent for August, 2006 was assessed at \$32 as shown on the Income Security Program reports yet is shown as \$503 on the applicant's statement, a difference of \$471.

Adjusting the statement balance to reflect the proper rent assessments, I find rent arrears of \$2595.03 calculated as follows:

Balance as per statement	\$4210.03
Adjustment, May/06 rent	(1144.00)
Adjustment, August/06 rent	<u>(471.00)</u>
Rent arrears	\$2595.03

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2595.03. In my opinion, considering that these arrears have accrued over a long period of time, the tenancy agreement should be permitted to continue provided the respondents pay their monthly rent on time and make an additional monthly payment to be applied to the arrears. Given the current household income, I believe an additional payment of \$100 each month is not unreasonable.

An order shall issue requiring the respondents to pay the rent arrears of \$2595.03 in monthly installments of \$100, payable no later than the last day of every month until the arrears are paid in full. The first payment shall be due on September 30, 2007. The respondents shall also be

ordered to pay the monthly rent on time.

Should the respondents fail to make monthly payments of arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer