

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **JUDY KEEVIK**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

JUDY KEEVIK

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 four thousand two hundred seventy two dollars and forty one cents (\$4272.41).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of October, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **JUDY KEEVIK**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

JUDY KEEVIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2007

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Willa-Jean Conroy, representing the applicant
Trina Osmond, representing the respondent

Date of Decision: September 27, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 7, 2007 when the respondent vacated the premises. The applicant completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*, applying the deposit and accrued interest to rent arrears. The applicant sought an order requiring the respondent to pay rent arrears in excess of the retained security deposit. The premises are subsidized public housing.

The applicant provided a statement of the rent and the statement of security deposit in evidence. Both documents indicated a balance of rent owing to the landlord, after the application of the security deposit, of \$4272.41. The applicant sought an order in that amount.

The respondent's representative stated that the respondent had been told that the first months rent (November, 2006) was \$32 which she paid at the commencement of the tenancy agreement. That amount was later changed to \$722 based on the respondent's reported household income. The respondent's representative argued that the rent should have remained at \$32 although she acknowledged that the income reported by the respondent was accurate.

The respondent's representative also noted that the rent charged the respondent left very little to live on given the respondent's family of four and that the full rent of \$1279/month was very high for the community.

The tenancy agreement between the parties is typical of subsidized public housing. It sets a rent of \$1279/month but obligates the tenant to report the household income. Provided the income is reported, the tenant is entitled to a reduced rent as determined by the *GNWT Public Housing Rental Subsidy Program*. A reduced rent has been assessed for every month during the tenancy and the respondent's representative acknowledged that the income reported, as shown on the assessment documents provided in evidence, was accurate. Therefore, if the reduced rents were calculated in accordance with the *GNWT Public Housing Rental Subsidy Program*, the reduced rents are correct. I have reviewed the calculations of the rent for each month and find them in order.

In my opinion, the subsidy agent, has the right (in fact, the obligation) to ensure that the rent is properly assessed and reflects the household income. In this regard, I believe it is quite appropriate for the subsidy agent to retroactively adjust the rent, either higher or lower, based on income reported. I do not know why the first month's rent was quoted as \$32 but that figure was certainly not derived from the actual household income.

Whether the subsidy is adequate or not is not within my jurisdiction to determine. The tenancy agreement is a contract between the landlord and tenant. They agreed to the terms contained in the agreement and I can find no evidence that the landlord or the subsidy agent has applied a rent contrary to the tenancy agreement during the term of this tenancy agreement

I find the security deposit statement in order and find the rent arrears, after application of the deposit, to be \$4272.41. An order shall issue requiring the respondent to pay the applicant that amount.

Hal Logsdon
Rental Officer