

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **PHILIP JOE GOULET AND JUDY BETSINA**, 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 **NDILO, NT**.

BETWEEN:

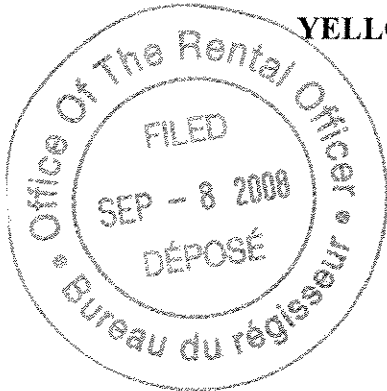
YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

PHILIP JOE GOULET AND JUDY BETSINA

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 thirty six thousand two hundred thirty five dollars and eighty nine cents (\$36,235.89).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of September, 2008.



Hal Logsdon
Rental Officer

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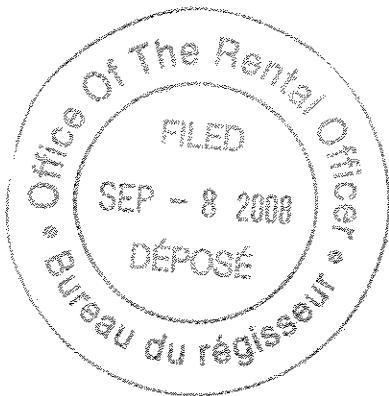
YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

PHILIP JOE GOULET AND JUDY BETSINA

Respondents/Tenants



REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 2, 2008
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Stephan Folkers, representing the applicant Philip Joe Goulet, respondent
<u>Date of Decision:</u>	September 5, 2008

REASONS FOR DECISION

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 to pay future rent on time.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$38,543.89. The ledger indicates that the full unsubsidized rent was charged in every month from October, 2006 to present. An e-mail from the subsidy agent indicated that the respondents had not reported income on which to calculate a subsidized rent since September, 2006.

The respondent did not dispute the allegations.

The applicant also provided Housing Subsidy Reports for each month since April, 2006. Contrary to the statement of the subsidy agent, the reports for October, 2006 through March, 2007 indicate that income information was provided by the respondents and a subsidized rent calculated. However the full unsubsidized rent was charged in each of those months.

Article 6 of the written tenancy agreement obligates the tenant to report the household income.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

Article 7 of the tenancy agreement states in part,

As long as the Tenant is not in breach of any of the terms or promises of the Agreement, the Tenant will be eligible for a rent subsidy. The rent subsidy will be calculated according to the GNWT Rental Subsidy Program.

It appears from the evidence that the respondents have complied with their obligation to report the household income for October, 2006 through March, 2007 because the income is stated on the Housing Subsidy Reports. As well a subsidized rent has been calculated for those months and appears on the reports. It is unclear why the full unsubsidized rent has been applied for those months. I can find no evidence of any breach that would make the respondents ineligible for the subsidy.

I find the application of the full unsubsidized rent after March, 2007 to be reasonable as the evidence suggests that no income information was provided by the respondents.

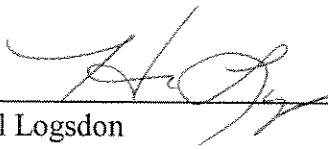
I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$36,235.89, calculated as follows:

Rent charged - Oct/06 to March/07	\$9138
Rent assessed by subsidy agent for that period	<u>6830</u>
Difference	\$2308

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Balance as per ledger	\$38,543.89
less difference	<u>(2308.00)</u>
Rent arrears	\$36,235.89

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$36,235.89 and to pay future rent on time.



Hal Logsdon
Rental Officer