

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**NORA BEAULIEU-TONKA**, 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 **BEHCHOKO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**NORA BEAULIEU-TONKA**

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 two thousand four hundred forty one dollars (\$2441.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March,  
2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and  
**NORA BEAULIEU-TONKA**, Respondent.

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**NORA BEAULIEU-TONKA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 21, 2008

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

**Appearances at Hearing:** John St. Louis, representing the applicant  
Mike Keohane, representing the applicant  
Rose Dryneck, representing the applicant  
Nora Beaulieu-Tonka, respondent  
Rose Lamouelle, representing the respondent

**Date of Decision:** March 6, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$44,149.64. The full unsubsidized rent has been applied in every month since February, 2007.

A previous tenancy agreement between these parties was terminated by order of the rental officer on March 31, 2005. The respondent failed to give up possession of the premises and the applicant obtained an order evicting the tenant on August 31, 2005 and awarding the landlord compensation for use and occupation of the rental premises to that date.

The applicant did not enforce the eviction order and entered into a new tenancy agreement with the respondent commencing April 6, 2006 for a term of six months. Following the expiry of that agreement, the parties entered into another tenancy agreement commencing on October 1, 2006 for a term of five months. On April 16, 2007 the parties entered into a periodic tenancy agreement.

The respondent testified that she had reported the household income and provided all the

documents that had been requested by the Income Security Officer. She stated that her rent of \$32 had been paid on a regular basis by the Income Security Program. She stated that she did not understand why the full unsubsidized rent had been applied.

The applicant confirmed that they were receiving regular monthly payments of \$32 through the Income Support Program but were applying the full unsubsidized rent because they were not receiving their subsidy. The applicant offered several possible explanations why the subsidy was withheld. The applicant stated that there was income in the household that was not being reported but offered no evidence or detail. The applicant suggested that perhaps the \$32 payment the landlord was receiving from the Income Security Program was, in fact, the subsidy. There was also a suggestion that the subsidy was being withheld because the tenancy agreement had not been renewed or did not name all of the household members over the age of 19 as tenants. There were no documents generated by the Income Security Program provided by the applicant in evidence.

The current application seeks relief pertaining to a former tenancy agreement which has already been determined by order of a rental officer and by the Court. The applicant was granted relief. I need not revisit that agreement. I shall only consider any rent which has accrued since April 6, 2006.

Articles 6 and 7 of the tenancy agreement between the parties set out the tenant's obligation to report the household income and their eligibility for a subsidy.

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.

7. **Rent Calculation**

The Tenant promises to pay to the Landlord, the rent in Canadian Dollars each month, shown in Schedule "A"

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 Public Housing Rental Subsidy Program.

The Tenant agrees that no notice of rent increase is required so long as the rent assessed in any month does not exceed the amount shown in Schedule "A".

The Landlord agrees to provide notice of any increase to the amount shown in Schedule "A" at least one month in advance.

In my opinion, there is little evidence to conclude that the respondent has failed to provide the income information required by Article 6 of the tenancy agreement. While it may be that the respondent is not receiving the subsidy, it does not appear that it is due to any failure of the respondent to report income. The applicant's explanations as to why the subsidy has not been received are no more than speculation. It is highly unlikely that the \$32 payment is the subsidy as that would result in a monthly rent payable by the respondent of \$1714, significantly more than the respondent has ever been assessed. As unlikely, is the explanation that the tenancy agreement somehow requires revision. There is a perfectly valid tenancy agreement in place. In my opinion, there are no grounds to apply the full unsubsidized rent from February 2007 onward but I am unable to determine from the evidence what the rent for those months should be.

I am able only to determine the rent owing from April 16, 2007 to January 31, 2007. I find that amount to be \$2441, calculated as follows:

|                   |               |
|-------------------|---------------|
| April/06 rent     | \$949         |
| May/06 rent       | 1130          |
| June/06 rent      | 959           |
| July/06 rent      | 479           |
| August/06 rent    | 922           |
| September/06 rent | 209           |
| October/06 rent   | 315           |
| November/06 rent  | 32            |
| December/06 rent  | 451           |
| January/07 rent   | 797           |
| Payments          | <u>(3802)</u> |
| Rent arrears      | \$2441        |

In my opinion, there are not sufficient grounds to terminate this tenancy agreement. The rent arrears are still manageable and I urge the parties to make some arrangements to have them paid in an orderly fashion.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2441 and to pay future rent on time.

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Hal Logsdon  
Rental Officer