

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **BETTY ARDEN**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

BETTY ARDEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 3 Phinney Court shall be terminated on April 30, 2008 and the respondent shall vacate the premises on that date, unless the household income from December, 2007 to present is reported to the landlord in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **BETTY ARDEN**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

BETTY ARDEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 18, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Nancy Peel, representing the applicant
Betty Arden, respondent

Date of Decision: March 18, 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 unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$4148. The ledger indicated that no rent had been paid since November, 2007. All of the arrears have accumulated since December, 2007. The rent for December, 2007 was assessed at \$1136/month and the rents for January, February and March were assessed at \$1271/month.

The respondent did not dispute the allegations and stated that she had not been working since December 20, 2007. She stated that she had not reported that fact to the landlord and the applicant acknowledged that they had not been made aware of the change in household income.

The tenancy agreement between the parties requires the tenant to report the household income every six months. If the tenant's household income changes, they may report that change at any time and are entitled to have the rent adjusted to the current income. It is the responsibility of the tenant to report any reduction in the household income.

The applicant preferred to have an order requiring the respondent to report the revised household income in order to determine rents from December, 2007 to present and arrange a method to pay the resultant balance. The applicant suggested that the respondent be given until April 30 to report the revised income.

I find the respondent in breach of her obligation to pay rent. An order shall issue terminating the tenancy agreement on April 30, 2008 unless the respondent reports the household income from December, 2007 to the present in accordance with the tenancy agreement. Should the parties be unable to arrange a satisfactory schedule for the payment of the revised rent assessments, the applicant may file another application seeking a remedy.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer