

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **WILLIAM BETSINA**, 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 **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

WILLIAM BETSINA

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 thirty one thousand three hundred sixty dollars and eighty one cents (\$31,360.81).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 903A, Ndilo, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **WILLIAM BETSINA**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

WILLIAM BETSINA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Stephan Folkers, representing the applicant
Rose Black, representing the applicant

Date of Decision: October 7, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by serving it to an adult living with the respondent. The respondent failed to appear at the hearing and the hearing was held in his absence.

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. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$31, 360.81. The full unsubsidized rent has been applied since September, 2006. A letter from the subsidy agent confirms that the respondent has not provided any income information on which to base the rents for September, 2006 to present. An assessment history report, provided in evidence indicated that the respondent had also been charged the full unsubsidized rent on a number of occasions prior to September, 2006 but those assessments were based on his reported household income.

I find the ledger in order and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$31,360.81. I also find the respondent in breach of his obligation to report the household income in accordance with the provisions found in article 6 of the written tenancy agreement.

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.

Notwithstanding that the respondent appears to have very recently started to pay his monthly rent, he continues to neglect his obligation to report income. This is an important obligation, not only to enable the subsidy agent to determine an affordable rent, but to determine the on-going eligibility of the tenant for social housing. In my opinion, the level of rent arrears and the failure to report income are more than sufficient grounds for termination of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$31,360.81 and terminating the tenancy agreement on October 31, 2009.

Hal Logsdon
Rental Officer