

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKEINZO,
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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKEINZO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents Susan Neyelle and Derrick Mackeinzo shall pay the applicant rent arrears in the amount of four thousand eight hundred fifty six dollars (\$4856.00).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Susan Neyelle shall pay the applicant rent arrears in the amount of one thousand nine hundred seventy four dollars (\$1974.00) in monthly installments of one hundred dollars (\$100.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2009.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent Susan Neyelle shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

SUSAN NEYELLE AND KEITH NEYELLE AND DERRICK MACKEINZO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 25, 2009

Place of the Hearing: Deline, NT

Appearances at Hearing: Phebie Kenny, representing the applicant
Susan Neyelle, respondent

Date of Decision: December 3, 2009

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 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 \$6830. The full unsubsidized rent has been applied in October, 2009. The applicant stated that she assumed the respondent had failed to report any income to the subsidy agent, resulting in the application of the full unsubsidized rent.

The tenancy agreements provided in evidence by the applicant indicate that Susan Neyelle and Derrick Neyelle were joint tenants from April 1, 2006 to March 31, 2009. The applicant stated that Derrick Neyelle is also known as Derrick Mackeinzo. Susan Neyelle has been the sole tenant since April 1, 2009. Keith Neyelle is not named as a tenant on any of the tenancy agreements.

Susan Neyelle did not dispute the allegations and acknowledged that she had not filed the report of her household income to enable the October, 2009 rent to be calculated.

The application was filed on October 20, 2009. Section 68(1) obligates an applicant to make an application within six months but section 68(3) permits a rental officer to extend this time limit.

- 68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**
- 68.(3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

The application was filed twenty days past the 6- month time limitation set out in section 68.

Although the joint tenancy agreement was terminated on March 31, 2009 when it was replaced by a new agreement with different parties, I note that Mr. Mackeinzo continues to reside in the premises and that his income was a significant determinant of the rent when he was a joint tenant. In my opinion, it is not unfair to extend the time limitation and consider the rent arrears which accrued prior to April 1, 2009 during the term of the former tenancy agreement.

I find the respondent Susan Neyelle in breach of her obligation to pay the rent arrears which have accrued since she became the sole tenant on April 1, 2009. I find these arrears to be \$1974 calculated as follows:

April/09 rent	\$32
May/09 rent	32
June/09 rent	32
July/09 rent	32
August/09 rent	32
September/09 rent	260
October/09 rent	1654
Payment-Oct.19/09	<u>(100)</u>
Total	\$1974

I find the application of the full unsubsidized rent in October, 2009 to be reasonable but note that

if Ms. Neyelle reports the household income in accordance with the tenancy agreement, the rent must be adjusted as necessary.

I find the respondents Susan Neyelle and Derrick Mackeinzo in breach of their obligation as joint tenants to pay the rent arrears which accrued between April 1, 2006 and March 31, 2009. I find these arrears to be \$4856, calculated as follows:

Balance as per ledger	\$6830
less arrears (April 1/09 to present)	<u>(1974)</u>
Total	\$4856

Susan Neyelle stated that she could pay her monthly rent plus an additional \$100/month. The applicant agreed with this payment schedule and withdrew the request to terminate the tenancy agreement.

An order shall issue requiring Susan Neyelle to pay the applicant rent arrears in the amount of \$1974 in monthly installments of \$100.00 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2009. Ms Neyelle is also ordered to pay the monthly rent on time. Should Ms. Neyelle fail to pay the rent arrears in accordance with the order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

The order shall also issue requiring Susan Neyelle and Derrick Mackeinzo to pay the applicant rent arrears of \$4856. As this is a debt from a former tenancy agreement, I leave it to the parties

to arrange a suitable payment schedule. Failing that, the landlord may enforce the order as they see fit.

Hal Logsdon
Rental Officer