

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**SARAH J. TSETSO**, 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 **FORT SIMPSON, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**SARAH J. TSETSO**

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 three thousand nine hundred fifty four dollars and seventy two cents (\$33,954.72).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 452, Plan 1840, Wildrose, Fort Simpson, NT shall be terminated on September 30, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**SARAH J. TSETSO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2010 continued on August 24, 2010

**Place of the Hearing:** Fort Simpson, NT via teleconference

**Appearances at Hearing:** Betty Hardisty, representing the applicant  
Sarah J. Tsetso, respondent (June 10, 2010 only)  
Pat Waugh, representing the respondent (June 10, 2010 only)

**Date of Decision:** August 24, 2010

### **REASONS FOR DECISION**

This matter was initially set for hearing on June 10, 2010. The matter was adjourned sine die and the applicant directed to provide an accounting of monthly rent assessments in a consistent format from the commencement of the tenancy agreement to present and a summary of dates that income was reported by the respondent, the gross income reported and the rent that was assessed on that income. The information was filed with the rental officer who provided a copy to the respondent. The matter was set for hearing and the respondent served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the continuation of the hearing and the matter was heard in her absence.

The applicant alleged that the respondent 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 statement of the rent account which indicated a balance owing as at July 10, 2010 in the amount of \$33,428.99. The applicant testified that since that date the August, 2010 rent of \$525.73 had come due and no payment had been received, bringing the balance owing to \$33,954.72.

The tenancy agreement between the parties requires the tenant to report the household income for purposes of rent assessment and to report any changes in the household income thereafter. The

evidence provided by the applicant indicates that the respondent was asked on several occasions to report her income but there is not indication that she did so. The applicant appears to have obtained income information from the Canada Revenue Agency, presumably with the respondent's approval and assessed the rent based on those amounts. The respondent's 1994 income was used to assess the rent for 1995-2004. The 2005 income was used to set the 2005 rents. The 2006 income was used to set the 2006 rent and the 2007 income was used to set the rents from 2007 to present.

The rent statement indicates that no rent has been paid by the respondent since March, 2003. The applicant has sent numerous notices to the respondent concerning the arrears.

During the term of the tenancy, the account appears to have been administered by the local Housing Authority, the NWT Housing Corporation District Office and the NWT Housing Corporation Headquarters. The accounts maintained the Fort Simpson Housing Authority and the NWT Housing Corporation Headquarters are consistent but the statements prepared by the NWT Housing Corporation District Office are all inaccurate, overstating the amount owing. While this may have resulted in some confusion, there is no indication that the respondent took any steps to resolve the situation, or to pay any rent at all.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$33,954.72. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondent to pay the applicant rent arrears of \$33,954.72 and

terminating the tenancy agreement between the parties on September 30, 2010.

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Hal Logsdon  
Rental Officer