

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
MADLINE MICHEL, 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 -

MADLINE MICHEL

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 seven hundred seventy seven dollars and thirty two cents (\$2777.32). The respondent shall pay the rent arrears 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 August 31, 2010.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly assessed rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of August,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
MADELINE MICHEL, 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:

RAE EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

MADELINE MICHEL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 16, 2010

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Rose Dryneck, representing the applicant
Madeline Michel, respondent
Rose Lamouelle, representing the respondent

Date of Decision: August 3, 2010

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. 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 \$6085.32. The full unsubsidized rent of \$1654 has been charged for June and July, 2010. The applicant stated that the respondent had provided the required income information on which to calculate a rent based on income but the rents had not yet been assessed. There was no information available at the hearing to enable a calculation of the rents for those months.

The respondent did not dispute that she owed rent arrears but questioned the amount owing. She agreed to pay the arrears in installments of \$100/month along with the monthly assessed rent.

The tenancy agreement between the parties was made for a term commencing on December 30, 2007. The tenancy agreement has been renewed on several occasions. The current term expires on March 31, 2011. Preceding this tenancy agreement was a tenancy agreement between the applicant and the respondent and Kenny Michel as joint tenants for the same premises. Although these are two separate tenancy agreements, the applicant has treated them as one, carrying forward a balance of \$1133.32 from the former tenancy agreement to the current one.

Section 68 of the *Residential Tenancies Act* sets a time limitation on applications.

- 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.**
- (2) A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.**
- (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.**

In this case I do not believe it is unfair to consider the rent arrears which accrued during the previous tenancy agreement. Ms Michel was a party to that agreement and there is continuity of possession in the same premises.

In my opinion, the application of the full unsubsidized rent is not reasonable as the respondent has reported the household income in accordance with the tenancy agreement. She is entitled to a rent calculated on that income. I can not determine the rent which should have been assessed.

Ignoring the June and July, 2010 rents, I find rent arrears of \$2777.32 calculated as follows:

Balance as per ledger	\$6085.32
Less June/10 rent	(1654.00)
Less July rent	<u>(1654.00)</u>
Balance	\$2777.32

I find the respondent in breach of her obligation to pay rent. In my opinion, this tenancy

agreement should continue provided the rent arrears are paid in installments each month along with the monthly rent.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2777.32 in monthly installments of \$100 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2010. The respondent is also ordered to pay the monthly assessed rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer