

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **BERNICE BEAVERHO AND EDZO NITSIZA**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **WHATI, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**BERNICE BEAVERHO AND EDZO NITSIZA**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of twenty four thousand eight hundred eighty nine dollars (\$24,889.00). The respondents shall pay the arrears in monthly payments 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 September 30, 2011.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall

comply with their obligation to report the household income as set out in Article 6 of the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of September, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**BERNICE BEAVERHO AND EDZO NITSIZA**, 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.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**BERNICE BEAVERHO AND EDZO NITSIZA**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 14, 2011</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Michael Keohane, representing the applicant Bernice Beaverho, respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 14, 2011</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged arrears and to pay future rent on time. The applicant also alleged that the respondents had not reported their household income since August, 2008 and sought an order requiring them to comply with their obligation as set out in the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$24,889. The applicant suggested that the respondents be ordered to pay the arrears in monthly installments of \$100.

The respondent did not dispute the allegations. She stated that she was not presently working but Mr. Nitsiza was employed and could pay the monthly rent and an additional \$100/month.

The tenancy agreement between the parties requires the tenant to report the household income annually or whenever the household income changes. Clearly this has not been done.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to report the household income. I find the rent arrears to be \$24,889.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$24,889 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 September 30, 2011. The respondents are also ordered to pay the monthly rent on time and to comply with their obligation to report the household income in accordance with the tenancy agreement.

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

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Hal Logsdon  
Rental Officer