

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
MICHELLE SIMPSON AND KEN JONES, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

MICHELLE SIMPSON AND KEN JONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand three hundred forty two dollars and ninety two cents (\$1342.92).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2 Stiener Drive, Hay River, NT shall be terminated on August 31, 2012 and the respondents shall vacate the premises on that date unless the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of August, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
MICHELLE SIMPSON AND KEN JONES, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

MICHELLE SIMPSON AND KEN JONES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 9, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Donna McLean, representing the applicant

Date of Decision: August 9, 2012

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but the respondents were provided with notice from Canada Post on July 31, 2012 that the item could be picked up at the post office. The respondents failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notices of Attendance served. The hearing was held in the absence of the respondents.

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 unless the arrears were promptly paid. 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 \$2357.92. The full unsubsidized rent of \$1625 has been applied in August, 2012. The applicant stated that the respondents had failed to provide any income information on which to calculate a subsidized rent for that month.

My review of the rent statement suggested that the monthly variation of the respondents' household income was about 30%. The new public housing rent scale which came into effect on July 1, 2012 sets a single rent for household incomes within a range rather than a continuously graduated scale. This makes it unnecessary, and perhaps unreasonable, to require income

reporting every month for the purpose of assessing rent where the household income is relatively stable over time. Before making a decision on this matter I asked the applicant to report the gross monthly household income for April, May, June and July, 2012 and consider whether it was reasonable to apply the same rent in August as had been applied in July or to require the reporting of the household income for each month.

The applicant reported the household income as requested and amended the August, 2012 rent to \$610, the same rent as was charged in July, bringing the balance owing to \$1342.92. An amended statement was provided indicating that balance owing.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$1342.92. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1342.92 and terminating the tenancy agreement on August 31, 2012 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer