

IN THE MATTER between **Hay River Housing Authority**, Applicant, and **Sonya Frise**,  
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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **town of Hay River in the Northwest  
Territories**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**SONYA FRISE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$160.00 (one hundred sixty dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
3. Pursuant to sections 45(4)(a), 45(4)(b), and 83(2) of the *Residential Tenancies Act*, the respondent must report to the applicant her household income for the months of August, September, and October 2014, by November 30, 2014, must comply with her obligation to report her household income in accordance with section 6 of her tenancy agreement, and must not breach that obligation again.

4. Pursuant to sections 41(4)(c), 45(4)(e), and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 1 Royal Road in Hay River, Northwest Territories, will terminate March 31, 2015, unless the rents for December 2014 to March 2015 are paid on time, the respondent's household income for the months of November 2014 to March 2015 are reported to the applicant on time, and the rental arrears of \$160.00 (one hundred sixty dollars) are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 1st day of December 2014.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**SONYA FRISE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 20, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Adam Swanson, representing the applicant Sonya Frise, respondent</b>
<b><u>Date of Decision:</u></b>	<b>November 20, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Hay River Housing Authority as the applicant/landlord against Sonya Frise as the respondent/tenant was filed by the Rental Office September 8, 2014. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 1 Royal Road in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent October 27, 2014.

The applicant alleged in the application the respondent had accumulated rental arrears, failed to comply with an order of the rental officer, and failed to report household income in accordance with her tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 20, 2014, in Hay River, Northwest Territories. Mr. Adam Swanson appeared representing the applicant. Ms. Sonya Frise appeared as respondent.

Mr. Swanson testified Ms. Frise has been a tenant in subsidized public housing since December 1, 2012. In May 2014 a hearing was held before a rental officer based on an application initially requesting payment of rental arrears and termination of the tenancy agreement. By the time of the hearing the respondent had paid her rental arrears, resulting in an order only that the respondent pay her future rent on time.

Since that order was issued Ms. Frise has paid her rent for June, July, and August, albeit late. She has not paid the full amount of rent for the months of September, October, and November. Ms. Frise has also failed to report her income for the months of August, September, and October, resulting in the application of the maximum monthly rent of \$1,625 for September, October, and November. By failing to pay her rent on time, Mr. Swanson argues Ms. Frise has failed to comply with her obligations under her tenancy agreement and the *Residential Tenancies Act*, and has failed to comply with an order of the rental officer.

Mr. Swanson acknowledged Ms. Frise's efforts to date and simply wished to reinforce the importance of complying with her obligations as a tenant in subsidized public housing. He confirmed that assuming Ms. Frise's income has not changed – which is likely the case – her monthly rent for September, October, and November would be assessed at \$80. Applying the

assessed amount to Ms. Frise's rent account would bring her rental arrears down to \$160. However, he emphasized the importance of submitting her household income information each and every month; he is unable under policy to calculate subsidies without monthly household income reports, even when he knows a tenant's income likely has not changed.

Mr. Swanson requested an order for payment of rental arrears, payment of future rent on time, reporting of household income as required, and conditional termination of the tenancy agreement.

Ms. Frise did not dispute that she has current rental arrears, nor did she dispute that she has not reported her income for the months of August, September, and October. She advised her income is quite low and acknowledged this is why her rent is normally assessed at \$80 per month. She acknowledged her responsibility to report her household income monthly and promised to do so going forward.

#### *Tenancy agreement*

The residential tenancy agreement entered into evidence is between the parties for subsidized public housing starting December 1, 2012. Ms. Frise did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

#### *Rental arrears and reporting of household income*

The customer aged detail entered into evidence reflects the landlord's accounting of monthly assessed rent and payments received against the respondent's rent account. Ms. Frise did not dispute the accuracy of the customer aged detail accounting. I am satisfied the customer aged detail accurately reflects payments received against the respondent's rent account.

The customer aged detail currently reflects the application of the maximum monthly rent of \$1,625 for the months of September, October, and November, as a result of the respondent's failure to report her household income for the months of August, September, and October. Section 6 of the residential tenancy agreement specifies the requirement of the tenant to report household income whenever and as often as requested. Mr. Swanson confirmed in testimony the household income has been requested since commencement of the tenancy to be reported monthly; Ms. Frise did not dispute this.

However, the customer aged detail also indicates all months for which a subsidy has been applied based on reported household income since March 2013 have resulted in assessed monthly rent at \$80. Ms. Frise testified her income has not varied greatly for the months of August, September, and October, and Mr. Swanson acknowledged this was likely the case. Therefore, it is not unreasonable to assume the monthly assessed rent based on household income for the months of September, October, and November will be \$80 each. Applying these amounts against Ms. Frise's rent account in place of the current amounts reduces her current rental arrears to \$160.

Rental officer order number 10-14005 dated June 12, 2014, specifies the respondent must pay her rent on time in the future. The customer aged detail clearly reveals payments from the respondent against the rent account have been received later than when they were due and that no payments have yet been received against the October and November rents. I find the respondent has rental arrears in the amount of \$160, has failed to pay her rent when it is due, and has failed to comply with an order of the rental officer.

*Termination of the tenancy agreement*

Under the circumstances as detailed above, in consideration that the breaches which have occurred are repeated in nature, and in an effort to reinforce the importance of complying with one's obligations under any residential tenancy agreement and the Act, a conditional termination order is justified in this instance.

An order will issue requiring Ms. Sonya Frise to pay rental arrears in the amount of \$160; to pay her rent on time in the future; to report her household income for the months of August, September, and October 2014 by November 30, 2014; to report her household income in accordance with section 6 of the tenancy agreement; not to breach her obligation to report household income again; and terminating the tenancy agreement March 31, 2015, unless the rents for December 2014 to March 2015 are paid on time, the household income is reported for the months of November 2014 to March 2015, and the rental arrears of \$160 are paid in full.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's statement of facts
- Exhibit 2: Residential tenancy agreement indeterminate lease dated December 1, 2012
- Exhibit 3: Rental officer order number 10-14005 dated June 12, 2014
- Exhibit 4: Applicant's note to file dated August 28, 2014
- Exhibit 5: Applicant's overdue account correspondences to respondent dated March 7, 2014; March 17, 2014; June 24, 2014; July 8, 2014; August 12, 2014; August 25, 2014
- Exhibit 6: Applicant's outstanding rental arrears correspondences to respondent dated: March 24, 2014; April 9, 2014; April 22, 2014; June 9, 2014
- Exhibit 7: Applicant's statement dated September 3, 2014
- Exhibit 8: Customer aged detail as at September 3, 2014
- Exhibit 9: Applicant's notice of termination of tenancy correspondence to respondent dated September 3, 2014
- Exhibit 10: Applicant's statements dated: September 8, 2014; September 22, 2014; October 8, 2014; October 22, 2014; November 10, 2014; November 17, 2014
- Exhibit 11: Customer aged detail as at November 17, 2014
- Exhibit 12: Applicant's note to file dated September 26, 2014