

IN THE MATTER between **NTHC**, Applicant, and **MM**, 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:

**NTHC**

Applicant/Landlord

-and-

**MM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 18, 2021</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant DH, representing the Applicant  MM, Respondent RO, representing the Respondent LS, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 18, 2021</b>

**REASONS FOR DECISION**

The written agreement between the parties was monthly and commenced on April 25, 2017. The premises are subsidized public housing.

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, to pay future rent on time, and to comply with their obligation to report the household income in accordance with the tenancy agreement. The Applicant withdrew their request for termination of the tenancy agreement.

The Applicant provided a copy of the lease balance statement which indicated a balance of rent owing in the amount of \$9,048.85.

The Respondent disputed the balance owing. The Respondent did not agree with the method used to calculate the monthly rent in subsidized public housing, disputing the full inclusion of her son's employment income and stating that her son had recently moved out. The Applicant stated that new income reporting documents had been provided to the Respondent and the rent would be reassessed, if necessary, in accordance with the public housing rent scale. The Applicant stated that they were waiting for the return of the documents from the Respondent.

The Respondent noted several well-worn policy issues with subsidized public housing income assessment and rent calculation. However, I find no evidence that the Respondent's household income or rent calculation has been determined contrary to the approved rent scale policy or that the rent has been incorrectly calculated to date. If the household income has recently changed then the rent must be adjusted, retroactively if necessary. The Tenant has agreed to the rent policy by agreeing to article 6 of the tenancy agreement.

I find the lease balance statement in order and I find the Respondent in breach of their obligation to pay rent. I find the rent arrears to be \$9,048.85. An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$9,048.85 and to pay future rent on time. The Respondent is also ordered to comply with their obligation to report the household income in accordance with article 6 of the tenancy agreement.

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Hal Logsdon  
Rental Officer