

IN THE MATTER between **H.N.T.**, Applicant, and **M.T.D. and D.S.**, 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, regarding a rental  
premises located within the **community government of Behchoko in the Northwest  
Territories.**

BETWEEN:

**H.N.T.**

Applicant/Landlord

-and-

**M.T.D. AND D.S.**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 27, 2023

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** T.W., representing the Applicant

D.S., Respondent

**Date of Decision:** June 27, 2023

### **REASONS FOR DECISION**

The Respondent noted that although the tenancy agreement and application named her as D.D., she now uses her married name, D.S.. The style of cause of this order has been amended accordingly at her request.

The tenancy agreement between the parties was monthly and commenced on June 9, 2014. The premises are subsidized public housing. The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by failing to report the household income of all occupants of the premises. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears, comply with the obligations contained in articles 5 and 6 of the tenancy agreement, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at May 1, 2023 in the amount of \$26,600. The Respondent testified that since that date, the June rent of \$1,545 had come due and no payments had been received, bringing the balance owing to \$28,645. The Applicant testified that the full unsubsidized rent has been charged each month since July 2022 because the Respondents have failed to report any household income, on which to calculate a subsidized rent.

The Respondent did not dispute the allegation that the rent account was in arrears but testified that the income information requested had been provided to the Applicant on June 2, 2023. The Applicant acknowledged receiving the information but stated that headquarters was responsible for assessing rent and had not completed the assessment. I note however, that the Applicant originally requested the income information in a notice sent to the Respondents on July 22, 2022. Although the Respondents do not appear to be in breach of the obligation to report income at present, they certainly were for nearly a year.

I find the statement in order and find rent arrears of \$28,645. The Applicant withdrew the request for an order requiring the Respondents to pay that amount and terminate the tenancy agreement, preferring an order requiring the Respondents to pay future rent on time and to comply in the future with their obligation to report all occupants of the household and the incomes of all occupants over the age of 19 years. Presumably, the parties will agree to a repayment plan for the revised rent arrears and the debt will be retired in an orderly manner. However, the Applicant is free to file another application should the Respondents fail to address the rent arrears.

An order shall issue requiring the Respondents to pay future rent on time and to comply in the future with their obligation to report all household members and to report the incomes of all household members over the age of 19 when requested.

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Hal Logsdon  
Rental Officer