

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **ARTHUR BECK**, 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,
regarding the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

ARTHUR BECK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four thousand seven hundred sixty four dollars and twenty five cents (\$4764.25).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach his obligation to report the household income in accordance with the tenancy

agreement again.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of July,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **ARTHUR BECK**, 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:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

ARTHUR BECK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 24, 2007

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Elizabeth-Ann McKay, representing the applicant
Arthur Beck, respondent

Date of Decision: July 27, 2007

REASONS FOR DECISION

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 and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$14,534.25. The full unsubsidized rent has been applied for every month from July, 2006 to present. The applicant stated that she understood that some income information had been supplied to the Income Security Officer but the landlord had not received any advice on rent assessment for those months. The respondent stated that he had provided income information to enable the rent to be calculated.

The hearing was adjourned briefly to permit the applicant to contact the Income Security Officer. When the hearing continued, the applicant stated that the respondent had provided income information and the Income Security Officer had calculated the following rents based on the information:

July/06	\$93
Aug/06	\$165
Sept/06	\$32
Oct/06	\$357
Nov/06	\$277
Dec/06	\$741
Jan/07	\$485
Feb/07	\$549
Mar/07	\$613

Apr/07 \$32
May/07 \$309
June/07 \$32
July/07 \$229

The applicant stated that he had no dispute with the adjusted rents and intended to pay the rent arrears.

Taking into account the original rents assessed, the revised assessments provided by the Income Security Officer, I find the rent arrears to be \$4764.25 calculated as follows:

Month	Original Assessment	Revised Assessment	Adjustment
July/06	\$32	\$93	\$61
Aug/06	\$1201	\$165	(\$1036)
Sept/06	\$1201	\$32	(\$1169)
Oct/06	\$1201	\$357	(\$844)
Nov/06	\$1201	\$277	(\$924)
Dec/06	\$1201	\$741	(\$460)
Jan/07	\$1201	\$485	(\$716)
Feb/07	\$1201	\$549	(\$652)
Mar/07	\$1201	\$613	(\$588)

Apr/07	\$1348	\$32	(\$1316)
May/07	\$1348	\$309	(\$1039)
June/07	\$1348	\$32	(\$1316)
July/07	\$0	\$229	\$229
TOTALS	\$13,684	\$3914	(\$9770)

Balance as per ledger	\$14,534.25
Less adjustment	<u>(9,770.00)</u>
Rent arrears	\$4,764.25

It appears that the respondent is now willing to report his income and pay rent in accordance with the tenancy agreement. In my opinion, the tenancy agreement should continue unless the respondent again fails to report income or pay the rent. The applicant's request for an order terminating the tenancy agreement is denied. However, should the respondent fail to pay future rent or fail to report income, or fail to come to a reasonable arrangement for the payment of the rent arrears, the applicant may file another application seeking termination.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4764.25, to pay future rent on time and to not breach his obligation to report income in accordance with the tenancy agreement again.

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Hal Logsdon
Rental Officer
