

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLIFFORD MCLEOD AND ALMA MCLEOD**, 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 the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

CLIFFORD MCLEOD AND ALMA MCLEOD

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 twenty five dollars and eight cents (\$1025.08).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLIFFORD MCLEOD AND ALMA MCLEOD**, 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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

CLIFFORD MCLEOD AND ALMA MCLEOD

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 14, 2003

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Clifford McLeod, respondent

Date of Decision: July 29, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1029.08.

The respondent questioned why the rent for December, 2002 was \$883 when rent for other months was only \$543. The respondent explained that rent was based on the income received during a month and since the respondent was paid on a biweekly basis, some months had three pay periods while others had only two. The rent was higher in those months with three pay periods. The respondent indicated that he didn't think that was fair. He indicated that his biweekly pay was the same every two weeks and didn't see why his rent would not be based on his annual income and divided into twelve equal payments. The applicant provided the documents containing the information on which the December, 2002 rent was assessed as evidence.

The rent scale used by the landlord, a provider of subsidized public housing, does not specify whether biweekly income should be counted in the month earned or the month received. Since the rent scale is graduated, higher income households paying a higher percentage of income than

lower income households, assessing income in the month it is received results in slightly higher annual gross rent. In this case the difference is only \$24/year. While it is obviously necessary to assess rent on income received during a month for hourly workers or others with fluctuating monthly income, this household appears to rely on an annual salary with equal or nearly equal biweekly income. In my opinion, it would be beneficial to both parties to consider the monthly income to be one-twelfth of the annual salary and construct the rent payments in equal monthly payments but I see no requirement in either the rent scale or the tenancy agreement to do this. Therefore I see no requirement to adjust the arrears for the difference between the two methods of considering the income.

During my review of the rent assessment I found that the December, 2002 income was incorrect. Based on the documents provided the gross household income should be \$1750.94 resulting in a monthly rent of \$879. I find the rent arrears to be \$1025.08, four dollars less than the ledger indicates.

A previous order required the respondents to pay future rent on time. There is no requirement to issue a further order in that regard.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1025.08.

Hal Logsdon
Rental Officer