

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **SHANNON HEBERT**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

SHANNON HEBERT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 14(6)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six hundred ninety three dollars (\$693.00) and the remaining balance of the security deposit in the amount of two hundred dollars (\$200.00). The rent arrears and security deposit shall be paid in monthly installments of no less than fifty dollars (\$50.00), the first payment becoming due on October 15, 2008 and payable thereafter no later than the fifteenth day of every month, until the rent arrears and the balance of the security deposit are paid in full.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of
September, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

SHANNON HEBERT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 23, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant
Shannon Hebert, respondent

Date of Decision: September 26, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the balance of the required security deposit and disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1247. The applicant also provided a copy of the security deposit ledger which indicated that \$200 of the required \$400 security deposit had been paid. The tenancy agreement commenced on December 1, 2007.

The applicant provided a notice sent to the respondent on September 18, 2008 alleging that there had been disturbances and drug related activity in the area resulting in complaints from other tenants and neighbours. The notice does not outline any specific incidents or dates and times of any disturbances nor does it indicate the exact nature of any of the alleged disturbances. It does not appear that any other notices or verbal warnings have been issued regarding disturbances.

The respondent stated that she had been unemployed with no other source of income since August 22, 2008 and had informed the landlord that she was no longer employed. She stated that her father was assisting her financially. The respondent stated that the landlord had not informed her of any requirement to complete documentation regarding her loss of income. The rent for

September was assessed at \$586.

The respondent denied that she had disturbed other tenants.

In the matter of the alleged disturbances, I do not find sufficient evidence to conclude that the respondent is in breach of her obligation to not disturb the landlord or other tenants. I would expect a landlord to note the date, approximate time and nature of each disturbance or complaint in an application. The applicant's vague allegation does not permit a determination of the frequency, severity or nature of the disturbances or to conclusively determine if the disturbances were created by the tenant or her guests or if they occurred on the premises.

In the matter of rent, I note the following items contained in the written tenancy agreement.

- 3(b) THE TENANT HEREBY ACKNOWLEDGES that the landlord is a non-profit Society incorporated for the specific purpose of supplying reasonable cost accommodation for people of native ancestry in the Yellowknife area, and that the rental amount as set out herein is a rental amount as set out herein (sic) is a rental amount based and determined upon the Tenant's original application to the Lessor and is based upon the Tenant's ability to pay at the time of application and the tenant hereby acknowledges and consents to the fact that the Landlord is entitled to and is hereby authorized to fix and determine a different rental amount at any time during the term of this Agreement, or any renewal thereof, in the event that the personal circumstances or financial situation of the Tenant changes from time to time.
6. Six months after the first payment of rent, and every six months thereafter, the Tenant shall furnish the Landlord with a statement together with such supporting material as the Landlord may require, showing details of his correct gross income together with the gross income of the other occupants and members, of his/her family who are living with him/her in the leased premises and of the names, ages and relationships of such occupants and family members. The Tenant agrees that the Landlord may verify all such statements

and supporting material. The Landlord will then advise the Tenant of any revisions in the amount of his/her monthly rent arising from any change of income or family composition in accordance with the Landlord's current rent-to-income scale for the premises. In the event that the Tenant does not furnish the required information this agreement becomes null and void forthwith or the tenant will be obligated to pay the full housing charge as set by Canada Mortgage and Housing Corporation.

7. Should the Tenant be or at any time during this lease become a recipient of the financial assistance or of an allowance under applicable federal, territorial or municipal legislation, the Landlord may, upon notice to the Tenant, revise the amount of his/her rent as a result thereof. Should the Tenant cease to be a recipient of such assistance, the Landlord may upon sufficient notice to the Tenant, revise the amount of his/her rent as a result thereof. The Tenant shall, upon such occurrence immediately furnish the Landlord with the material referred to in paragraph 6 whether or not six months have elapsed since the last furnishing of such material.

It would appear that the tenant is obligated to furnish an income statement "together with such supporting material as the Landlord may require" in six month intervals or when the tenant becomes a recipient of other assistance. The rent may be adjusted by the landlord at other times pursuant to Article 3(b) based on the "personal circumstances or financial situation of the tenant" but the provision does not specifically require any supporting material.

From the evidence, it would appear that the respondent made the landlord aware that she had no income after August 22, 2008. She testified that the landlord did not inform her that she was required to submit any specific documentation in order to have her rent reduced. In my opinion, the landlord should have re-assessed the September rent to \$32 as they did with the March, April and June rents previously. Requiring some documentation prior to adjusting the rent pursuant to Article 3(b) is entirely reasonable but there is nothing in the tenancy agreement that would alert

the tenant to such a requirement. If the landlord wanted some documentation concerning the household income, they should have informed the respondent of the specific requirements necessary to have the rent adjusted.

Adjusting the September rent to \$32, I find the rent arrears to be \$693. I also find the outstanding security deposit to be \$200. Given the respondent's current lack of income, an order shall issue requiring her to pay the monthly rent on time and to pay an additional \$50/month until the security deposit and the rent arrears are paid in full. The first payment of arrears shall be due on October 15, 2008 and shall be payable no later than the 15th day of every month until the outstanding security deposit and rent arrears are paid in full.

Should the respondent fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer