

IN THE MATTER between **HAMLET SOCIAL HOUSING**, Applicant, and **SANDRA NELSON**, 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 LIARD, NT.**

BETWEEN:

HAMLET SOCIAL HOUSING

Applicant/Landlord

- and -

SANDRA NELSON

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 three thousand six hundred forty two dollars (\$3642.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand sixty one dollars and fifty four cents (\$3061.54).
3. Pursuant to sections 42(3)(f), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 805, Birch Road,

LTO 1910, Lot 155, Fort Liard, NT shall be terminated on March 31, 2009 and the respondent shall vacate the premises on that date, unless the repair costs of three thousand sixty one dollars and fifty four cents (\$3061.54) are paid in full and the respondent complies with her obligation to report the household income in accordance with article 6 of the tenancy agreement.

4. 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 9th day of February, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAMLET SOCIAL HOUSING**, Applicant, and **SANDRA NELSON**, 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:

HAMLET SOCIAL HOUSING

Applicant/Landlord

-and-

SANDRA NELSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2009

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: February 9, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were caused by her negligence. The applicant also alleged that the respondent had created disturbances and had permitted unauthorized persons to occupy the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$3642. The full unsubsidized rent of \$1214 had been charged in December, 2008 and January and February, 2009. The applicant testified that the respondent had failed to provide any income information on which to calculate a subsidized rent for those months.

The applicant also provided itemized costs to repair door and wall damage in the premises as well as photographs of the damaged areas. The applicant testified that the repairs were made necessary due to the negligence of the tenant or persons she permitted in the premises. The statement indicates an outstanding balance for repairs in the amount of \$3061.54.

The applicant also alleged that the respondent had created disturbances. The applicant stated that they had received numerous complaints from a business establishment which was located across the street from the premises.

The applicant also alleged that the respondent had on several occasions permitted other people to stay in the premises who were not authorized to occupy the premises. The applicant stated that no unauthorized persons were currently occupying the premises. There was little evidence provided by the applicant to indicate the relationship of the "unauthorized occupants" to the respondent or the nature or duration of their stay at the premises.

I find the respondent in breach of her obligation to pay rent and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$3642 but note that the respondent may be entitled to lower rents for December, January and February if she reports the household income in accordance with the tenancy agreement. Article 6 of the tenancy agreement sets out the tenant's obligation to report income.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

I find the respondent in breach of her obligation to repair damages to the premises. I find that the repairs were made necessary due to the negligence of the respondent and find the repair costs of \$3061.54 to be reasonable.

Section 43 obligates the tenant to not disturb other tenants or the landlord.

43.(1) A tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

The disturbances must affect other tenants or the landlord and I find no evidence that either was disturbed. Complaints from a business concerning a renter's noise should be addressed to the municipality. I find no evidence to indicate a breach of the *Residential Tenancies Act* or the tenancy agreement.

Section 45(3) of the *Residential Tenancies Act* prohibits a tenant from creating an overcrowded condition in the premises or permitting more persons to occupy the premises than are permitted by the tenancy agreement.

45.(3) A tenant shall not permit such number of persons to occupy the rental premises on a continuing basis that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.

The tenancy agreement between the parties contains a Schedule "B"

In addition to the Tenant, the following people may occupy the premises:

Candra Isaiah	Daughter
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In my opinion, the tenancy agreement may act to limit the *number* of persons who may occupy the rental premises on a continuing basis but may not operate to restrict occupancy *only to certain individuals*. To do so would be inconsistent with the Act and unreasonable. In my opinion, the effect of Schedule "B" in this tenancy agreement is simply to identify other occupants. It does not serve to limit occupancy to the respondent, the joint tenant Aaron Elton

and Candra Isaiah or to limit the number of persons occupying the premises on a continuing basis to three. In any case, there is insufficient evidence to determine if other persons resided in the premises and for how long, or for what reason. I can find no breach of the Act or the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the repair costs are paid in full and the respondent complies with her obligation to report the household income in accordance with the tenancy agreement. An order shall issue requiring the respondent to pay the applicant rent arrears of \$3642 and repair costs of \$3061.54 and terminating the tenancy agreement on March 31, 2009 unless the repair costs are paid in full and the household income is reported in accordance with the tenancy agreement. If the tenancy agreement continues the respondent shall pay future rent on time.

Hal Logsdon
Rental Officer