

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
FRANCES MANDEVILLE, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

FRANCES MANDEVILLE

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 one thousand eight hundred forty five dollars (\$1845.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Lot 19-28, Plan 582, Fort Resolution, NT shall be terminated on March 15, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears, security deposit and 50% of the March, 2009 rent in the total amount of two thousand seven hundred eighty seven dollars and

fifty cents (\$2787.50) are paid in full.

3. 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 25th day of February, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

FRANCES MANDEVILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2009

Place of the Hearing: Yellowknife, NT by teleconference

Appearances at Hearing: Yvonne Burke, representing the applicant
Tom Makepeace, representing the applicant
Frances Mandeville, respondent

Date of Decision: February 24, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant held a mortgage on the property on which the rental premises is located and became the landlord on July 21, 2008 when the mortgagor relinquished his title through a quitclaim. The applicant served the respondent a notice of rent increase on October 30, 2008 raising the rent from \$400/month to \$1085/month effective February 1, 2009. The rent for the premises had not been increased in the past twelve months.

The applicant testified that the tenant owed rent in the amount of \$1100 not including the February, 2009 rent. The tenancy agreement between the parties, which was executed on August 1, 2008, requires that the monthly rent be paid in advance, making the February, 2009 rent of \$1085 due and payable. The tenancy agreement also requires a security deposit in the amount of \$400.

The respondent stated that she had made a payment that day in the amount of \$340 and produced a receipt in evidence. The respondent stated that she was doing all she could to pay the monthly rent. She stated that she really could not afford the increased rent along with the utility costs. The applicant has agreed to rent the another unit to the respondent for a lower rent but insists that the

arrears for these premises must first be paid in full.

Although the rent increase from \$400/month to \$1085/month is an extraordinary increase, the provisions for rent increases contained in the *Residential Tenancies Act* have been met. Section 47 of the Act requires only that the rent for the premises has not been raised in the past twelve months and that written notice of at least three months is given to the tenant. Although the applicant is the major provider of subsidized public housing, these premises are not subsidized public housing. This has led the applicant to raise the rent to a market level at their first opportunity and they are legally entitled to do so.

I find the respondent in breach of her obligation to pay rent. Considering the February, 2009 rent and the payment of \$340, I find the rent arrears to be \$1845 calculated as follows:

August/08 to January/09 rents (6 months @ \$400)	\$2400
February/09 rent @ \$1085	1085
September 19/08 payment	(400)
October 31/08 payment	(400)
January 23/09 payment	(500)
February 24/09 payment	<u>(340)</u>
Rent owing applicant	\$1845

As the full security deposit is due and payable three months after the commencement of the tenancy agreement, I find the respondent in breach of her obligation to provide the required \$400 security deposit.

In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 15,

2009 unless the rent arrears, security deposit and at least 50% of the March, 2009 rent are paid. I

find that amount to be \$2787.50 calculated as follows:

Current rent arrears	\$1845.00
Security deposit	400.00
50% of March/09 rent	<u>542.50</u>
Total	\$2787.50

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1845 and terminating the tenancy agreement unless the rent arrears, security deposit and 50% of the March, 2009 rent in the total amount of \$2787.50 are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer