

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **CHRISTINE WOODS**, 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 -

CHRISTINE WOODS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand two hundred thirty eight dollars (\$1238.00). The applicant shall pay the arrears in monthly installments of one hundred dollars (\$100.00) payable on the fifteenth day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on September 15, 2009.
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 3rd day of
September, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

CHRISTINE WOODS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Renda Coe, representing the applicant
Christine Woods, respondent

Date of Decision: August 26, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The matter was previously adjourned to permit the respondent an opportunity to report her income to the applicant so the rent could be re-assessed from April, 2009 when she ceased receiving income assistance and started working. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence. The ledger indicates that the rents for April-August, 2009 have all been reduced and a credit of \$497 applied. A credit of \$240 for electricity has also been applied to the account. The resultant balance, after adjustments, is \$1238.

The respondent submitted a written response to the allegations concerning rent. The respondent submits that the rents for November and December, 2008 were paid on her behalf through income assistance but she did not occupy the premises until December 27, 2008. She claims that these "overpayments" were not credited to her account. Statements from income assistance were provided by the respondent in evidence which indicate the following payments to the applicant:

November, 2008	\$425 for rent \$200 for security deposit
December, 2008	\$100 for security deposit \$0 for rent

The written tenancy agreement between the parties was to commence on November 14, 2008.

A letter from the applicant dated November 21, 2008 states that the respondent will not be

charged any rent for November, 2008 because the premises will not be ready for occupancy until November 24, 2008. A notation on the tenant ledger indicates that the keys to the premises were provided to the respondent on November 27, 2008.

Section 2(4) of the *Residential Tenancies Act* sets out when a tenancy agreement commences:

2.(4) A tenancy agreement takes effect on the date the tenant is entitled to occupy the rental premises.

The evidence indicates that although the parties planned for the tenancy agreement to commence on November 14, 2008 occupancy was delayed because the premises were not ready and the tenant was entitled to occupy the premises on November 27, 2008 when she was given the keys. Therefore, in my opinion, this tenancy commenced on November 27, 2008 and the obligations of the tenant and the landlord began on that date, including the tenant's obligation to pay rent.

It is clear from the income assistance statements that a payment of \$425 was received by the applicant from income assistance for the November, 2008 rent. However it is also clear that no rent was paid by income assistance in December, 2008. The rent for December was \$400, resulting in a credit balance of \$25. Income assistance continued to pay \$400 for January, February and March, 2009. When assistance was discontinued in April, 2009 the balance on the ledger was a credit balance of \$25.

When the respondent actually moved in is not relevant. The obligation to pay rent begins when the tenancy agreement commences. If the respondent moved in on December 27, 2008 as she

claims, she is still obligated to pay the full December rent.

Therefore, I find the tenant ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1238.

An order shall issue requiring the respondent to pay the rent arrears in monthly installments of no less than \$100 on the fifteenth day of every month until the rent arrears are paid in full and to pay the monthly rent on time. The first payment of rent arrears is due no later than September 15, 2009. The monthly rent is due on the first day of every month.

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

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

Hal Logsdon
Rental Officer