

IN THE MATTER between **LAC LA MARTRE HOUSING**, Applicant, and **TERRY DRYBONES**, 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 **GAMETI, NT**.

BETWEEN:

LAC LA MARTRE HOUSING

Applicant/Landlord

- and -

TERRY DRYBONES

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 twelve thousand five hundred nine dollars (\$12,509.00). The rent arrears shall be paid in monthly installments of no less than one hundred dollars (\$100.00) payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 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 8th day of September, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **LAC LA MARTRE HOUSING**, Applicant, and **TERRY DRYBONES**, 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:

LAC LA MARTRE HOUSING

Applicant/Landlord

-and-

TERRY DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 19, 2009

Place of the Hearing: Gameti, NT via teleconference

Appearances at Hearing: Gerry Cheezie, representing the applicant (appearing at the Rental Office)
Terry Drybones, respondent

Date of Decision: September 8, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears in monthly installments of \$100 and to pay the monthly assessed rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$15,378. The statement includes entries from November, 2007 to present. From November, 2007 to April, 2008 the monthly rent payable by the tenant is posted as a debit. From May, 2008 to present the full unsubsidized rent is posted each month as a debit. Numerous credit memos are posted throughout, representing subsidies applied to the rent. It is not possible to determine from the statement or any other evidence provided by the applicant, what months are being adjusted by the credit memos. To complicate matters further, there are more debits than credits, indicating that some months have not been subsidized.

The respondent acknowledged that she owed rent and stated that she had not provided any income information to the subsidy agent since June, 2009. She stated that she may have neglected reporting her income in other months but did not know for certain. She agreed to pay the rent plus another \$100 each month until the rent arrears were paid and agreed that the first payment would be due on August 31, 2009.

The subsidy agent provided information to the rental officer regarding the subsidies and the adjusted rents and that information was reconciled with the applicant's statement. The following errors were discovered and were acknowledged by the applicant:

1. The May, 2008 subsidy credit of \$482 was posted as a debits rather than credit.
2. The June, 2008 subsidy credit of \$92 was posted as a debit rather than a credit.
3. The October, 2008 subsidy credit of \$245 was posted twice.

The full unsubsidized rent was applied in February/08, August/08, January/09, June/09, July/09 and August/09. The subsidy agent's record's indicate that the February/08, August/08 and January/09 rents were based on the reported household income. The June/09, July/09 and August/09 rents are simply noted as "incomplete".

I find the application of the full unsubsidized rent for February/08, August/08 and January/09 to be reasonable as they were based on the reported income. I also find the application of the full unsubsidized rent for August/09 to be reasonable as the respondent acknowledged her failure to report any income information since June/09 (the rent is assessed on the previous month's income).

I find the application of the full unsubsidized rent for June/09 and July/09 to be unreasonable as the evidence indicates that at least some income information has been provided. There was no information available at the hearing to enable me to determine what the rents for these months should be.

Ignoring the June/09 and July/09 rents and making adjustments for the applicant's accounting errors, I find rent arrears in the amount of \$12,509 calculated as follows:

Balance as at May 3/09	\$12,429
August rent	983
May and June/08 debits reversed	(574)
May and June/08 credits applied	(574)
October/08 credit reversed	<u>245</u>
Rent arrears	\$12,509

An order shall issue requiring the respondent to pay the applicant rent arrears of \$12,509. The respondent shall pay the rent arrears in monthly payments of \$100 due on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on August 31, 2009. The respondent is also ordered to pay the monthly rent on time.

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 amount of any remaining balance and termination of the tenancy agreement.

The decision regarding the dates on which the arrears payments were to be made was made known to the parties at the conclusion of the hearing. The actual amount of the rent arrears was not determined until the issuance of this order.

Hal Logsdon
Rental Officer