

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MOISE BEAULIEU**, 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 **DETTAH, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

MOISE BEAULIEU

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 eight thousand five hundred twenty five dollars and thirty five cents (\$8525.35).
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 Unit 435, Dettah, NT shall be terminated on March 31, 2010 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of eight thousand five hundred twenty five dollars and thirty five cents (\$8525.35) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of January, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MOISE BEAULIEU**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

MOISE BEAULIEU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 6, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Stephan Folkers, representing the applicant
Rose Black, representing the applicant
Moise Beaulieu, respondent

Date of Decision: January 7, 2010

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 and terminating the tenancy agreement unless the rent arrears are paid by March 31, 2010. The premises are subsidized public housing.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent and charges for water owing in the amount of \$11,361.35. The rent for December, 2009 and January, 2010 has been assessed at the full unsubsidized rate of \$1418. The applicant stated that he had received no advice from the subsidy agent regarding a rent subsidy so assumed that the respondent had failed to report the household income. A letter from the subsidy agent dated November 4, 2009 indicated that the respondent had not reported income since October 27, 2009.

The respondent stated that he thought he may have reported the household income but was not sure. The respondent did not dispute the remaining rent assessments.

The public housing landlord has no direct knowledge of what income information, if any, is reported to the subsidy agent by their tenants. The public housing landlord must rely on the subsidy agent to provide any evidence regarding income reporting. In this case, the subsidy agent's information is not timely. While it does confirm that no income information had been submitted by November 4, 2009 it does not establish that the necessary information has not been

submitted since that date. Given the testimony of the respondent, I can not conclude that the household information has not been submitted by the respondent and consequently can not find that the application of the full unsubsidized rent is reasonable. Since I have no information on which to determine the rent for December, 2009 and January, 2010 I shall not consider them. Ignoring the December, 2009 and January 2010 rents I find the rent arrears to be \$8525.35 calculated as follows:

Balance as per ledger	\$11,361.35
Less December/09 rent	(1418.00)
Less January/10 rent	<u>(1418.00)</u>
Amount owing applicant	\$8525.35

I find the respondent in breach of his obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full on or before March 31, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$8525.35 and terminating the tenancy agreement on March 31, 2010 unless that amount is paid in full.

Hal Logsdon
Rental Officer