

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **LEO A. BETSINA AND KAREN COLLINS**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

**LEO A. BETSINA AND KAREN COLLINS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of forty one thousand one hundred sixteen dollars and thirty one cents (\$41,116.31).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of September, 2010.

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Hal Logsdon  
Rental Officer

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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-

**LEO A. BETSINA AND KAREN COLLINS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 8, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Rose Black, representing the applicant  
Leo A. Betsina, respondent  
Karen Collins, respondent

**Date of Decision:** September 8, 2010

### **REASONS FOR DECISION**

The applicant stated that the proper name of the landlord was "Yellowknives Dene First Nation Housing Division" rather than "YKDFN Housing Division" which was noted on the application. Mr. Betsina stated that his proper name was Leo A. Betsina which is also how his name is depicted on the tenancy agreement. The style of cause of the order shall reflect the proper names of the applicant and respondents.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The applicant withdrew the request for an order terminating the tenancy agreement. 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 \$42,514.31. An assessment history report was also provided in evidence by the applicant which indicated that the monthly rents had all been based on the reported household income except the rent assessed in July, 2008 which was set at the full unsubsidized rate. The applicant stated that she assumed that the respondents had failed to file a report of the household income for that period but she had no direct knowledge of why the full unsubsidized rent was applied in that month.

The respondents did not dispute the allegations. Mr. Betsina stated that his rent was so high that

he had difficulty paying it each month. I have difficulty accepting this argument. The rent in subsidized public housing is geared to income so that it is affordable for all levels of income.

In my opinion, the application of the full unsubsidized rent in July, 2008 is not reasonable as there is no evidence that the respondents are in breach of their obligation to report income for that period. There was no income information available at the hearing to determine what rent should have been charged for July, 2008. Ignoring that month, I find rent arrears of \$41,514.31 calculated as follows:

Balance as per statement	\$42,514.31
Less July/8 rent	<u>(1398.00)</u>
Total	\$41,116.31

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$41,116.31. An order shall issue requiring the respondents to pay rent arrears of \$41,116.31 and to pay future rent on time.

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Hal Logsdon  
Rental Officer