

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JESSIE GOULET AND MORRIS GOULET**, 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 **N'DILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

JESSIE GOULET AND MORRIS GOULET

Respondents/Tenants

INTERIM ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #602, N'Dilo, NT shall be terminated on October 22, 2010 and the respondents shall vacate the premises on that date, unless the respondents report the household income to the applicant in accordance with the tenancy agreement from March 2008 to present.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of October, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JESSIE GOULET AND MORRIS GOULET**, Respondents.

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-

JESSIE GOULET AND MORRIS GOULET

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 29, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Stephen Folkers, representing the applicant
Jessie Goulet, respondent
Morris Goulet, respondent

Date of Decision: September 29, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to report the household income. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided several tenancy agreements and the tenant rent ledger in evidence. The tenant rent ledger indicates a balance of rent owing in the amount of \$72,710. The full unsubsidized rent has been charged every month since November, 2007. The applicant stated that they assumed that the respondents had not reported the household income to the appointed subsidy agent to enable a subsidized rent to be calculated.

The respondents did not dispute the allegations. They stated that they would make every effort to report the household income and make arrangements with the landlord to pay the resultant arrears. The applicant stated that they would be willing to continue the tenancy agreement provided the respondents promptly complied with their obligation to report all of the missing household income information and made satisfactory arrangements to pay the arrears.

The applicant provided four tenancy agreements in evidence. The earliest was a month-to-month agreement between the applicant and Jessie Goulet as sole tenant which commenced on April 1, 2007. There was apparently an earlier agreement as the opening balance on the rent ledger on that date was \$2997.68. Another month-to-month tenancy agreement between the applicant and Jessie

Goulet, as sole tenant commenced on April 1, 2008 but it appears to have been superceded by another month-to-month agreement between the applicant and Jessie Goulet, Morris Goulet and Irene Kakfwi which also commenced on April 1, 2008. Another month-to-month agreement was made between the applicant and Jessie Goulet and Morris Goulet as joint tenants which commenced on April 1, 2009. The tenant rent ledger does not distinguish between the tenancies. The balance is simply carried forward from one tenancy to the next.

These are three distinct tenancies, each with different parties:

The Jessie Goulet agreement commenced on April 1, 2007 and ended on March 31, 2008.

The J. Goulet/M. Goulet/Kakfwi agreement commenced on April 1, 2008 and ended on March 31, 2009.

The J. Goulet/M. Goulet agreement commenced on April 1, 2009 and is still in effect.

Sections 68(1) and 68(3) of the *Residential Tenancies Act* set out a time limit for the filing of an application and allow a rental officer to consider an extension to that time limit.

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

68.(3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.

The Jessie Goulet agreement expired 30 months ago. There was no evidence to determine

whether the preceding tenancy agreement was made between the same parties or how the rent arrears brought forward from the preceding tenancy accrued. In my opinion, there is no compelling reason to extend the time limitation. This tenancy agreement will not be considered.

The J. Goulet/M. Goulet/Kakfwi agreement also expired over six months ago but, in my opinion, it is not unreasonable to consider it as both Jessie and Morris Goulet were parties to the agreement and the current application names them as respondents.

Since the full unsubsidized rent has been charged in every month since April, 2008 and the applicant would like the tenancy agreement to continue if the respondents report the household income and come to some arrangement to pay the resultant arrears, it seems reasonable to make an interim order terminating the tenancy agreement unless the income is reported and determine the arrears at a later date. The parties agreed that it was reasonable to set October 22 as the termination date, should the income not be reported.

An interim order shall issue terminating the tenancy agreement on October 22, 2010 unless the household income is reported in accordance with the tenancy agreement from March 2008 to the present. I shall set the matter of the rent determination for hearing on notice from the applicant. No further application is required.

Hal Logsdon
Rental Officer