

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**COREY BETSIDEA**, Respondent;

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 **DELINE, NT**.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**COREY BETSIDEA**

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 three thousand five hundred thirty nine dollars and forty two cents (\$3539.42).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of October,  
2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**COREY BETSIDEA**, 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:

## DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

## COREY BETSIDEA

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **October 14, 2010**

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

**Appearances at Hearing:** Leslie Baton, representing the applicant  
Corey Betsidea, respondent

**Date of Decision:** **October 14, 2010**

### **REASONS FOR DECISION**

This tenancy agreement was made on October 1, 2009 between the applicant and Corey Betsidea and Darrel Betsidea as joint tenants. It was a month-to-month agreement. This tenancy agreement was preceded by a number of term tenancy agreements made between the applicant and Corey Betsidea as sole tenant. The application was filed against Corey Betsidea only.

The tenancy agreement was terminated in May, 2010 when possession of the premises was returned to the applicant. The applicant retained the security deposit (\$555) and interest (\$13.58) applying it to rent arrears (\$14,436) resulting in a balance owing to the applicant of \$13,867.42. The applicant sought an order for that amount.

The full unsubsidized rent of \$1291 was applied in the months of October, November and December, 2009 and January, February, March, April and May, 2010. The applicant stated that he believed that Darrell had reported his income but that Corey had failed to report his income.

The respondent stated that he moved out of the premises on August 15, 2009 while Darrell remained. He stated that he signed the October 1, 2009 tenancy agreement because he was told that Darrell could not stay unless he also signed the agreement. Regardless of whether or not the respondent occupied the premises after August 15, 2009 he remained a tenant until the possession of the premises was returned to the landlord in May, 2010.

The evidence appears to indicate that there was some income information reported for the months the full unsubsidized rent was applied. If the respondent was not an occupant after August 15, 2009 then Corey's income should not have been necessary. In any case, the rent should have been calculated on the income information received regardless of whether it was deemed inaccurate or incomplete. This is consistent with other decisions in this area including *Inuvik Housing Authority v. Koe et.al.* (1991), 85 D.L.R. (4<sup>th</sup>) 548 and *Inuvik Housing Authority v. Susie Stewart and Andrew Kendi* (#20-1631, January 11, 1993).

I find the application of the full unsubsidized unreasonable. There was no information available at the hearing on which to calculate a subsidized rent. Ignoring those months, I find rent arrears of \$3539.42 calculated as follows:

Balance as per ledger	\$13,867.42
Less rents from Oct/09 - May/10	<u>(10,328.00)</u>
Balance owing	\$3,539.42

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3539.42.

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Hal Logsdon  
Rental Officer