

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **DIANNE BETSINA**, 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 **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

DIANNE BETSINA

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 eighteen thousand forty two dollars and seventy five cents (\$18,042.75).
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 #504B, Ndilo, NT shall be terminated on November 30, 2010 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of eighteen thousand forty two dollars and seventy five cents (\$18,042.75) are paid in full.

3. 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 17th day of November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **DIANNE BETSINA**, 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-

DIANNE BETSINA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rose Black, representing the applicant

Date of Decision: November 17, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$40,690.75. The full unsubsidized rent has been applied in each month from February, 2009 to May, 2010. The applicant stated that to the best of her knowledge the full unsubsidized rent was applied because the respondent failed to report the household income as required by the tenancy agreement. However, since the tenancy agreement required the household income to be reported to a third party subsidy agent, the applicant had no direct knowledge of what income, if any, was reported or why the full unsubsidized rent was calculated. There was no evidence from the third party subsidy agent provided.

The tenant ledger also indicates that no payments whatsoever have been made by the respondent since February, 2009.

In my opinion, the application of the full unsubsidized rent is not reasonable. There was no

income information available at the hearing to enable the calculation of a subsidized rent.

Ignoring the rent for those months, I find rent arrears of \$18,042.75 calculated as follows:

Balance as per tenant ledger	\$40,690.75
less Feb-March/09 rents (\$1398 x 2)	(2,796.00)
less Apr/09 to May/10 rents (\$1418 x 14)	<u>(19,852.00)</u>
Total	\$18,042.75

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$18,042.75 and terminating the tenancy agreement on November 30, 2010 unless those arrears are paid in full.

Should the tenancy agreement continue, the respondent shall also be ordered to pay future rent on time.

Hal Logsdon
Rental Officer