

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TONIA RITIAS**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

TONIA RITIAS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5407 52nd Street, Yellowknife, NT shall be terminated on November 25, 2011 and the respondent shall vacate the premises on that date unless the respondent reports the household income to the applicant in accordance with the tenancy agreement.
2. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand nine hundred four dollars (\$3904.00). Provided that the respondent satisfies #1 of this order and the tenancy agreement continues, the respondent may pay the rent arrears in monthly installments of

two hundred dollars (\$200.00) payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on November 30, 2011.

3. Pursuant to section 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to not disturb other tenants and shall not create any disturbances in the future.
4. 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 9th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TONIA RITIAS**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

TONIA RITIAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Tonia Ritias, respondent

Date of Decision: November 9, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by repeatedly disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided three written complaints dated August 26, 2010, November 3, 2010 and September 28, 2011. Following the August, 2010 complaint the applicant served a notice on the respondent outlining the complaints and warning her that continued disturbances might lead to termination of the tenancy agreement. Following the November, 2010 complaint the applicant noted on the file that she had spoken to the respondent regarding the disturbance and advised her that if another complaint was received, action to terminate the tenancy agreement would commence.

All of the complaints describe loud parties and intoxicated guests coming and going at all hours of the day and night. The notices are also similar in that they rarely name any dates of the alleged incidents. The applicant had no direct knowledge of the incidents nor were any of the complainants at the hearing to give testimony. Only one of the complainants was identified and none of the complaints were contained in affidavits.

The respondent acknowledged that there had been some disturbances but disputed the several

complaints that provided any detail.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at November 1, 2011 in the amount of \$5049. The applicant stated they sought only the arrears to October 31, 2011 which were \$3904. The applicant stated that the full unsubsidized rent was applied in October, 2011 because the respondent failed to provide any income information on which to calculate a subsidized rent.

The applicant noted that the respondent acknowledged rent arrears in September, 2011 and executed an agreement to pay the monthly rent and an additional \$200/month until the rent arrears were paid. The applicant noted that the agreement was breached in September, 2011.

The respondent did not dispute the rent arrears but stated that she had not been working in October, 2011.

I find that the respondent breached the repayment agreement in the same month it was executed. Her rent for September, 2011 was assessed at \$998. Adding the promised arrears payment to that amount she should have paid the respondent \$1198 in September but made no payments whatsoever. In October, 2011 she made payments, including credits for electricity of \$1377 which would bring her close to meeting her repayment plan if the October, 2011 rent was assessed at \$32. However, her failure to report her income for that month puts her much further behind because the full unsubsidized rent of \$1145 was applied.

I find the respondent in breach of her obligation to pay rent, her obligation to report income and her obligation to not disturb other tenants in the residential complex.

It is clear that there has been some disturbance created by the tenant but the evidence does not, in my opinion, warrant termination of the tenancy agreement provided there is no future disturbance. The evidence is vague as to the number of disturbances and the dates on which they occurred. As well, a number of the disturbances involve persons outside the building or in common areas with no evidence that they were permitted in the building by the respondent. An order shall issue requiring the respondent to comply with her obligation to not disturb other tenants and to not create any disturbances in the future.

The obligation to report income is essential for the fair and equitable operation of subsidized public housing. It is necessary to properly assess rent as well as to establish the on-going eligibility of the tenant for the program. Failure to do so is, in my opinion, sufficient grounds to terminate the tenancy agreement. An order shall issue terminating the tenancy agreement on November 25, 2011 unless the respondent reports the household income for October, 2011 in accordance with the tenancy agreement. Should the tenant fail to report her income and remain in possession of the premises, the applicant may make another application for an eviction order.

I find the application of the full unsubsidized rent to be reasonable but note that should the respondent report the income, the applicant is obligated to recalculate the rent based on the reported income. I find the rent arrears to be \$3904. An order shall issue requiring the respondent

to pay the applicant rent arrears of \$3904. In my opinion, the repayment arrangement between the parties is a reasonable one and should the respondent report her income and continue the tenancy agreement, she may pay the rent arrears in monthly installments. The respondent shall be ordered to pay the monthly rent on time plus an additional \$200 on or before the end of each month until the rent arrears are paid in full. The first payment of arrears shall be due on November 30, 2011.

Hal Logsdon
Rental Officer