

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ROBERTA ALGER AND PHILLIP DENETHLON**, 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 **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

ROBERTA ALGER AND PHILLIP DENETHLON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand one hundred twenty dollars and eight cents (\$3120.08). The rent arrears shall be paid in monthly installments of no less than fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2012.
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 31st day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
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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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

ROBERTA ALGER AND PHILLIP DENETHLON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **January 19, 2012**

Place of the Hearing: **Fort Simpson, NT**

Appearances at Hearing: **Karen Douglas, representing the applicant**
 Roberta Alger, respondent

Date of Decision: **January 31, 2012**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement on April 1, 2012 unless the arrears were paid in full. 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 \$3120.08. The applicant stated that all of the assessed rent had been calculated using the reported household income of the respondents.

The respondent stated that a restraining order had been issued on June 9, 2011 prohibiting Mr. Denethlon from any contact with her. She stated that since that date Mr. Denethlon has been residing with his mother and has not been occupying the rental premises. She stated that Mr. Denethlon had refused to relinquish his joint tenancy with her. Ms Alger questioned whether the assessed November, 2011 rent of \$1034 was correct since it was based on the income of Mr. Denethlon who was not occupying the premises at the time. The applicant stated that the income of all tenants is included in the rent calculation regardless of whether they actually occupied the premises during that period.

The applicant stated that they would be willing to accept an order that would require the respondents to pay the rent arrears in installments of \$50/month and to pay the monthly rent on

time.

The order Ms Alger referred to is actually an undertaking made by Mr. Denethlon after his arrest by police. In my opinion the rent has been assessed in accordance with the tenancy agreement and the rent scale. Mr. Denethlon's undertaking does not extinguish the joint tenancy and the rent scale includes the income of all tenants regardless of their occupancy during the period of assessment. Mr. Denethlon's income is assessable and the rent arrears of \$3120.08 shown on the statement is accurate.

An order shall issue requiring the respondents to pay the monthly rent on time and to pay the applicant rent arrears of \$3120.08 in monthly payments of no less than \$50 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2012.

Should the respondents fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer