

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **KURT GROSSETETE**, 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 **FORT SIMPSON, NT.**

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

KURT GROSSETETE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (file #10-11154, filed on December 8, 2009) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of fifteen thousand eight hundred ninety two dollars and eighty cents (\$15,892.80).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement by reporting the household income for the months of January, August and November, 2011.

3. 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 Unit #9 - 5SCO, 9820 - 102nd Street, Fort Simpson, NT shall be terminated on April 1, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of January, 2012.

Hal Logsdon
Rental Officer

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

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

KURT GROSSETETE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 18, 2012

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Karen Douglas, representing the applicant
Kurt Grossetete, respondent
Ann Grossetete, representing the respondent

Date of Decision: January 18, 2012

REASONS FOR DECISION

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 terminating the tenancy agreement on April 1, 2012 unless the alleged arrears are paid in full. The premises are subsidized public housing.

A previous order (file #10-11154, filed on December 8, 2009) required the respondent to pay rent arrears and repair costs of \$5363.25 in monthly payments of \$100 and to pay the monthly rent on time.

The respondent provided a statement of the rent account which indicated a balance of rent owing in the amount of \$17,584.92. The full unsubsidized rent of \$1203 has been charged in February, September and December, 2011. The applicant stated that the respondent had not provided any income information for February and December, 2011 and had provided only partial information for September, 2011. Also included on the statement are new charges for repairs to a broken window.

The respondent disputed the charges for the broken window and stated that the window was not broken by himself or anyone that he had permitted to enter the premises.

In my opinion, the application of the full unsubsidized rent for September, 2011 is not

reasonable. Although the income was considered incomplete, the rent should have nevertheless been calculated on the income information provided and a remedy sought for breach of the obligation to provide accurate income information as set out in Article 6 of the tenancy agreement. No income information was available at the hearing to determine what the rent based on the reported income should be. I find the application of the unsubsidized rent in February and December, 2011 to be reasonable.

The window repair costs of \$489.12 sought by the applicant are denied. The tenant is responsible to repair damages caused by him/her or persons they permit on the premises. The window in question was not broken in this manner and the respondent is not responsible for the repair costs.

I find the respondent in breach of his obligation to pay rent, in breach of his obligation to report the household income and in breach of the previous order. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. I find the rent arrears to be \$15,892, calculated as follows:

Balance as per statement	\$17,584.92
Less unsubsidized rent - September/11	(1,203.00)
Less window repair costs	<u>(489.12)</u>
Total	\$15,892.80

The previous order shall be rescinded. The respondent is ordered to pay the applicant rent arrears of \$15,892.80. The respondent is also ordered to report the household income in accordance with the tenancy agreement for the months of January, August and November, 2011 so that the rents for February, September and December, 2011 may be reassessed accurately. The tenancy

agreement shall be terminated on April 1, 2012 unless the rent arrears have been paid in full.

Hal Logsdon
Rental Officer