

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
TINA MCKAY, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

TINA MCKAY

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 two hundred ninety four dollars and five cents (\$3294.05).
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 6 Cranberry Crescent, Hay River, NT shall be terminated on March 30, 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 10th day of
February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
TINA MCKAY, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

TINA MCKAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Tina McKay, respondent

Date of Decision: February 10, 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 unless the arrears were paid. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of \$3294.05. The full unsubsidized rent of \$1263 has been applied in the months of January and February, 2012. The applicant stated that the respondent had failed to report her household income to enable a subsidized rent to be calculated for those months.

The respondent stated that she had submitted proof of payment of electrical bills to the applicant but no credits had been provided. She was unable to state which paid bills had been submitted or provide the paid bills in evidence. She acknowledged that she had not submitted any income information for January and February, 2012 or made any payments of rent since November, 2011. She stated that she did not get along with the landlord and did not like to attend the landlord's office. The respondent outlined a number of complaints she had concerning the condition of the premises.

I find no evidence to support the respondent's claims concerning electricity credits. The respondent's personal animosity toward the landlord is not a sufficient reason to fail to meet her obligations to report income or pay rent. If the respondent has complaints concerning the

condition of the premises she should notify the landlord and file an application seeking relief if the landlord fails to address the issues.

I find the application of the full unsubsidized rent in January and February, 2012 to be reasonable but note that if the respondent reports the household income in accordance with the tenancy agreement, the applicant is obligated to retroactively adjust the rent accordingly. If, as the respondent claims, she had no income during that period her rent arrears will be substantially reduced if she files the required information with the landlord.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3294.05. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. An order shall issue requiring the respondent to pay the rent arrears and terminating the tenancy agreement on March 30, 2012 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer