

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DARRYL BOUCHER AND DAWN CATHOLIQUE, 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 **LUTSEL K'E, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DARRYL BOUCHER AND DAWN CATHOLIQUE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of twelve thousand seven hundred twenty seven dollars (\$12,727.00). The respondents shall pay the rent arrears in monthly installments of one hundred fifty dollars (\$150.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on July 31, 2012.
2. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act* the respondents shall comply with their obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
DARRYL BOUCHER AND DAWN CATHOLIQUE, Respondents.

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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DARRYL BOUCHER AND DAWN CATHOLIQUE

Respondents/Tenants

REASONS FOR DECISION

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

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **Michael Keohane, representing the applicant**
 Andy Tereposky, representing the applicant

Date of Decision: **June 19, 2012**

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to report the household income and by subletting the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance owing of \$12,727. The statement indicates that no payments of rent have been made since October, 2009.

The applicant stated that an error had been made on Schedule "A" of the tenancy agreement when it was executed on June 30, 2006. Instead of inserting the monthly rent as the full unsubsidized rent, the rent figure was the subsidized rent of \$289 which was based on the respondents' declared household income at the time. In accordance with the tenancy agreement, that is the maximum rent that can be charged. Although the tenancy agreement provides for an increase to the Schedule "A" rent upon three month's notice to the tenant, the applicant has not raised the Schedule "A" rent to the full unsubsidized amount during the six years the tenancy agreement has been in effect.

The applicant alleged that the respondents had previously sublet the premises which is prohibited by the tenancy agreement. The applicant stated that they learned of the sublet through contact with the subtenants.

The applicant stated that the respondents had not reported the household income since March 31, 2008.

There are certainly sufficient grounds to terminate this tenancy agreement but the primary motivation of the applicant appears to be the correction of the errors made in the original execution of the tenancy agreement and the program agreement. The applicant stated that if the tenancy agreement was terminated by order they would consider executing a new agreement and arrange with the respondents that the arrears be paid in monthly payments of \$150 along with the rent until the rent arrears were paid in full. With respect, I hardly think that is necessary. In my opinion, the omissions and errors in the current tenancy agreement does not render it void or significantly impede the delivery or administration of the program except for the incorrect Schedule "A" rent which can be easily changed on the landlord's notice.

Given the intent of the applicant, an order requiring the respondents to pay the rent arrears in installments of \$150/month plus the monthly assessed rent and ordering the reporting of the household income is all that is required here. The applicant can easily correct the single most significant flaw in the tenancy agreement by notice.

I find the statement in order and find rent arrears of \$12,727. I find the respondents in breach of their obligation to report the household income and to not sublet the premises during the term of the agreement.

An order shall issue requiring the respondents to pay rent arrears of \$12,727 in monthly installments of \$150 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on July 31, 2012. The respondents are also ordered to pay the monthly rent on time. The respondents are ordered to comply with their obligation to report the household income in accordance with the tenancy agreement and to not breach that obligation again.

Hal Logsdon
Rental Officer