

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,
Applicant, and **MARLENE TIMBRE**, 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 LIARD, NT.**

BETWEEN:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

- and -

MARLENE TIMBRE

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 nine thousand three hundred eighty five dollars and eighty two cents (\$9385.82).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,
Applicant, and **MARLENE TIMBRE**, 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:

HAMLET OF FORT LIARD SOCIAL HOUSING

Applicant/Landlord

-and-

MARLENE TIMBRE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 26, 2012**

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Ellen McLeod, representing the applicant
Marlene Timbre, respondent

Date of Decision: **June 26, 2012**

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on May 9, 2012 when the respondent moved out of the premises. The applicant retained the security deposit (\$700) and accrued interest (\$273.71), applying it against cleaning costs (\$691.53) and rent arrears (\$9668) resulting in a balance owing to the landlord of \$9385.82. The applicant sought an order requiring the respondent to pay that amount. The premises are subsidized public housing.

The respondent did not dispute the rent arrears or the cleaning costs but stated that she was required to move out of a unit that was less expensive which caused her to fall into arrears. The applicant stated that the respondent was living in one of the older units which were rented for a lower rent but were being phased out due to their age and high utility costs. Although the tenancy agreement was not available to me at the hearing, the commonly used tenancy agreement for public housing does obligate the tenant to accept a transfer where the unit is no longer suitable. In my opinion, this is a reasonable obligation that enables the public housing landlord to use the available portfolio in the most effective and efficient manner. Since all public housing rents are based on the tenant's household income, affordability should not be an issue, regardless of the unit.

I find the respondent in breach of her obligation to pay rent. Applying the security deposit and interest first to the cleaning costs, I find rent arrears of \$9385.82. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$9385.82.

Hal Logsdon
Rental Officer