

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KYLE ANDREW, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

KYLE ANDREW

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 thirteen thousand four hundred sixty two dollars (\$13,462.00).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #103, Tulita, NT shall be terminated on March 22, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KYLE ANDREW, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

KYLE ANDREW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 21, 2013

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant
Kyle Andrew, respondent

Date of Decision: February 21, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. 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 \$14,604. The full unsubsidized rent has been charged in every month from July 2012 to present. The applicant stated that the respondent had failed to provide any income information to permit the calculation of a subsidized rent for those months.

The applicant also provided three notices in evidence dated June 14, June 20 and September 17, 2012 warning the respondent of complaints received about loud music and parties. The applicant did not speak to the complaints at the hearing.

The respondent did not dispute the allegations. He stated that he was unemployed and was awaiting trial and did not know if he would continue to live in the premises.

A previous order (file #20-12334, filed on October 21, 2011) ordered the payment of rent arrears for unit #103 and terminated the tenancy agreement on November 15, 2011. Although the ledger indicated a balance of rent owing of \$2318, it was noted in that decision that,

“The current tenancy agreement was made between the applicant and [Kyle Andrew and Kathleen Horassi] for a term commencing on April 1, 2010. Prior to that agreement tenancy agreement was made between the applicant and Kyle Andrew as the sole tenant. The applicant has treated both tenancies as one, transferring Mr. Andrews' arrears to the joint tenancy on April 1, 2010. I shall only consider rent arrears which have accrued since the formation of the current tenancy agreement on April 1, 2010.”

The rent arrears that were determined were \$1176.

The applicant stated that the joint tenancy agreement was reinstated when the respondents paid much of the rent arrears and made an arrangement to pay the balance. No new written agreement appears to have been executed. There were no adjustments made to the ledger to adjust the balance owing by the joint tenants.

On March 26, 2012 a new written tenancy agreement was executed between the applicant and Kyle Andrew as sole tenant. The applicant has not treated this as a new tenancy agreement in terms of accounting. The ledger now reflects three separate tenancy agreements all on a single account.

Mr. Andrew has been a joint tenant or the sole tenant in unit #103 since April 1, 2010. Being jointly and severally liable for the payment of rent since that date, it is not unreasonable to order him to pay the full amount of arrears that have accrued since that date, taking into consideration the earlier determination of rent made in the previous order.

I find the application of the full unsubsidized rent to be reasonable but note that if the respondent

reports the household income in accordance with the tenancy agreement, the applicant is obligated to re-assess the rents based on income as necessary. I find the rent arrears to be \$13,462 calculated as follows:

Arrears at October 20, 2011 as per previous order	\$1176
Rent assessed November/2011 to February/2013	15,736
Rent paid since previous order	<u>(3450)</u>
Amount owing applicant	\$13,462

I have given the allegations of disturbance very little weight in considering whether there are sufficient grounds to terminate this tenancy agreement. The notices do not set out any dates of the alleged disturbances and provide only scant detail on the nature of the disturbances, number of complaints, times of the alleged incidents, etc. However, in my opinion, there are sufficient grounds to terminate the tenancy agreement for non-payment of rent and failure to report the household income. The respondent simply stopped reporting the household income in July, 2012 and has made only one payment of \$300 since April, 2012.

I find the respondent in breach of his obligation to pay rent and his obligation to report the household income. An order shall issue requiring the respondent to pay rent arrears of \$13,462 and terminating the tenancy agreement on March 22, 2013.

Hal Logsdon
Rental Officer