

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE EDWARD LEBLUE**, 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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

BRUCE EDWARD LEBLUE

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 one thousand three hundred twenty dollars (\$1320.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand five hundred six dollars and seventeen cents (\$1506.17).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the rent arrears and repair costs shall be paid in monthly installments of one hundred dollars (\$100.00), payable on

the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on April 30, 2013.

4. Pursuant to section 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.
5. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of April, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE EDWARD LEBLUE**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

BRUCE EDWARD LEBLUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Darrin Holmes, representing the applicant
Lise Dolan, witness for the applicant
Bruce Edward LeBlue, respondent

Date of Decision: April 18, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to provide household income information. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing the applicant of \$4371.17. Included in this balance is a charge of \$1506.17 to replace two broken windows.

The full unsubsidized rent of \$1625 has been assessed in April, 2013. The applicant stated that he had received income information from the applicant but had not received any information regarding the income, if any, earned by his son. The applicant stated that based on the applicant's income alone, the April rent would be assessed at \$80.

The respondent stated that he thought the windows were broken by vandalism. The applicant's witness testified that they were discovered broken after a weekend party at the premises and could not determine how they were broken. The respondent acknowledged being intoxicated that weekend and was not certain how the windows were broken. He stated he was willing to pay for them.

The respondent did not dispute the rent arrears but did not appear aware that the full unsubsidized rent had been applied in April. He stated that he planned to report his son's income as soon as he returned home.

The respondent offered to pay the rent arrears and the repair costs by paying \$100/month in addition to the monthly rent. The applicant accepted the offer.

On the balance of probabilities, I find the broken window repairs to be the responsibility of the respondent and find the repair costs of \$1506.17 to be reasonable.

The application of the full unsubsidized rent is not reasonable. The rent for April should be based on the income reported. The respondent is in breach of his obligation to report the complete household income. I find the rent arrears to be \$1320, calculated as follows:

Balance as per ledger	\$4371.17
less window repairs	(1506.17)
less April rent	(1625.00)
plus adjusted April rent	<u>80.00</u>
Rent owing	\$1320.00

An order shall issue requiring the respondent to pay the monthly rent on time and pay the rent arrears of \$1320 and repair costs of \$1506.17 in monthly installments of \$100 until the rent arrears and repair costs are paid in full. The arrears and repair costs payment shall be due on the last day of every month and the first payment shall be due on April 30, 2013.

The order shall also require the respondent to comply with his obligation to report the full amount of the household income and to not breach that obligation again. Should the reported income for April result in a reassessment from \$80 to some other amount, the respondent shall pay the adjusted amount.

Should the respondent fail to pay the monthly rent on time or fail to pay the arrears and repair costs in accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer