

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
ROSEANNE MARTIN, 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 **BEHCHOKO, NT**.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

ROSEANNE MARTIN

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 thirty one thousand three hundred ninety four dollars and sixty three cents (\$31,394.63).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #251, Behchoko, NT shall be terminated on July 15, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th of June, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
ROSEANNE MARTIN, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

ROSEANNE MARTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2013

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Jessica Relucio, representing the applicant
Therese Migwi, representing the applicant

Date of Decision: June 12, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. 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 respondent provided a statement of the rent account which indicated a balance of \$30,964.63 as at January 29, 2013. The applicant stated that all of the assessed rent was based on the household income of the respondent. She stated that the following additional transactions had occurred which did not appear on the statement

Payment made on Jan 01/13	(160.00)
Payment made on Jan. 29/13	(150.00)
Payment made on March 28/13	(100.00)
February rent assessment	345.00
March rent assessment	345.00
April rent assessment	150.00

The statement does not contain any rent assessments for May, June, July or August, 2012. There were no other documents provided that set out assessed rents for these months.

Based on the evidence before me, I find the rent arrears to be \$31,394.63 calculated as follows:

As per ledger at Jan. 29/13	\$30,964.63
Payment made on Jan 01/13	(160.00)
Payment made on Jan. 29/13	(150.00)
Payment made on March 28/13	(100.00)
February rent assessment	345.00
March rent assessment	345.00
April rent assessment	<u>150.00</u>
Total	\$31,394.63

The applicant stated that the respondent is an elderly woman who has limited income. Several relatives who work from time to time live with her but are not listed as tenants on the tenancy agreement. In accordance with subsidized public housing policy the rent is based on the total household income of all occupants, whether tenants or simply occupants. The applicant stated that the amount of rent assessed for this household was largely based on the income of other household members rather than the respondent's income. Nevertheless, it is the respondent who is legally responsible to pay the rent.

The applicant suggested that changes to the parties to the current tenancy agreement could result in more appropriate legal obligations to pay rent. The applicant asked that only termination of the current tenancy agreement be ordered at this time, along with an order to pay the rent arrears.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$31,394.63.

In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$31,394.63 and

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terminating the tenancy agreement on July 15, 2013.

Hal Logsdon
Rental Officer