

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **LEO AUGUSTAN BETSINA AND KAREN COLLINS**, 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 **DETTAH, NT**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**LEO AUGUSTAN BETSINA AND KAREN COLLINS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent, Leo Augustan Betsina shall pay the applicant rent arrears in the amount of forty five thousand two hundred forty eight dollars and three cents (\$45,248.03).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of November, 2013.

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Hal Logsdon  
Rental Officer

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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:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**LEO AUGUSTAN BETSINA AND KAREN COLLINS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 25, 2013

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

**Appearances at Hearing:** Rose Black, representing the applicant

**Date of Decision:** November 1, 2013

### **REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail which were 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 and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The premises are subsidized public housing.

The applicant provided two statements of account each of which indicated a balance of rent owing of \$49,448.68. One statement was produced using *Simply Accounting* and the other using a *One Write* system. The applicant explained that the *One Write* system was used by the Housing Division and *Simply Accounting* was used by the Yellowknives Dene First Nation finance officer. From time to time the applicant would compare the balances on the two systems and if they did not agree enter the *Simply Accounting* balance on the *One Write* system so that the two balances were the same. Although all rent charges were identified on the *Simply Accounting* system there were numerous debits that were identified only by a number. The applicant stated that some may have been legal fees, water or other charges other than rent. The *Simply Accounting* adjustments total \$1317.34.

Because the elements of the *Simply Accounting* "adjustments" cannot be identified, I have

calculated the rent arrears using a previous finding as a starting point. A previous order (#10-11583 filed on September 10, 2010) required the respondents to pay rent arrears of \$41,116.31. That order did not consider the rent charged in July, 2008 because the applicant was not able to demonstrate why the full unsubsidized rent of \$1398 was charged. Since that order was issued, additional rent has come due of \$46,998 and payments of \$42,866.28 have been made satisfying the previous order and leaving a balance of rent owing of \$45,248.03.

The applicant provided an invoice from their legal counsel which indicated that counsel had been retained to garnish the wages of the respondents pursuant to the previous order. Charges of \$1485.23 appear on the *One Write* records. In my opinion, legal fees are a cost of doing business and not an item for which compensation can be considered.

I find the rent arrears to be \$45,248.03.

Part of these arrears accrued between October, 2010 and March 31, 2012 when Mr. Betsina was the sole tenant. Ms Collins has only been a joint tenant since April 1, 2012. The applicant elected to seek an order for the rent arrears against Mr. Betsina alone.

An order shall issue requiring Leo Augustan Betsina to pay rent arrears of \$45,248.03 and requiring the respondents to pay future rent on time.

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Hal Logsdon  
Rental Officer