

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **CHARITY MIERSCH**, 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 RESOLUTION, NT**.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CHARITY MIERSCH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand three hundred sixty three dollars (\$5363.00) in monthly installments of twenty five dollars (\$25.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 1, 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent

shall comply with her obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of January, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **CHARITY MIERSCH**, 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:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CHARITY MIERSCH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 11, 2014

**Place of the Hearing:** Fort Resolution, NT

**Appearances at Hearing:** Elizabeth Ann McKay, representing the applicant  
Charity Miersch, respondent

**Date of Decision:** December 11, 2014

### **REASONS FOR DECISION**

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 applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5363. The full unsubsidized rent of \$1545 has been charged in August and September, 2014. The applicant testified that the respondent had failed to provide any income information to enable the calculation of a subsidized rent for those months.

The respondent entered into an agreement on April 29, 2013 whereby she promised to pay the monthly rent plus an additional payment of \$25 until the rent arrears of \$2548 were paid in full. Clearly this agreement has been breached. The respondent stated that she could continue to pay the arrears in accordance with the agreement.

I find the statement in order. I find the respondent in breach of her obligation to pay rent and her obligation to report the household income. Although I find the application of the full unsubsidized rent to be reasonable in the circumstances, I note that the applicant is obligated to recalculate the rents for August and September, 2014 provided the respondent submits the required income information. I find the rent arrears to be \$5363.

In my opinion, an order to pay the rent arrears in accordance with the original repayment agreement is reasonable. The request for a termination order and eviction is denied. The respondent shall pay the arrears in monthly payments of \$25, due on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2015. The respondent shall also be ordered to comply with her obligation to report the household income and to not breach that obligation again.

Should the respondent fail to pay the monthly rent on time or fail to make the ordered payments of arrears, the applicant may apply to have this order rescinded and request an order requiring the payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer