

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
ALLAN MENACHO, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

ALLAN MENACHO

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 of three thousand one hundred fifty three dollars (\$3153.00) in monthly installments of two hundred dollars (\$200.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 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) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of March,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
ALLAN MENACHO, 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-

ALLAN MENACHO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant
Allan Menacho, respondent

Date of Decision: February 18, 2015

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. 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 \$3153. The full unsubsidized rent of \$1445 has been assessed in January, 2015. The applicant testified that the respondent had failed to provide any household income information on which to calculate a subsidized rent for that month.

The applicant stated that they would be willing to continue the tenancy agreement if the respondent paid the monthly rent on time plus another \$200/month until the rent arrears were paid in full.

The respondent did not dispute the allegations and stated that he could pay the monthly rent plus an additional \$200/month.

I find the rent statement in order and find the respondent in breach of his obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable but note that the applicant is obligated to recalculate the January, 2015 rent as required if the respondent reports the household income in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the applicant rent arrears of \$3153 in monthly installments of \$200 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2015. The respondent is also ordered to comply with his obligation to report the household income in accordance with the tenancy agreement.

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

Hal Logsdon
Rental Officer