

IN THE MATTER between **Yellowknives Dene First Nation Housing Division**,  
Applicant, and **Mary Laurie Tobie**, 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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **community of Dettah in the Northwest  
Territories**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**MARY LAURIE TOBIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,208.99 (two thousand two hundred eight dollars ninety-nine cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.
3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent must comply with her obligation to report her total household income as required under section 6 of her tenancy agreement, and must not breach that obligation again.

4. Pursuant to sections 41(4)(c), 45(4)(e), and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Unit #103 in Dettah, Northwest Territories, will terminate October 31, 2015, and the respondent must vacate the rental premises on or before that date unless the total household income for the months of April to September 2015 are reported on time and the rents for May to October 2015 are paid on time.

DATED at the City of Yellowknife in the Northwest Territories this 22nd day of April 2015.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**MARY LAURIE TOBIE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 15, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Rose Black, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>April 15, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Yellowknives Dene First Nation Housing Division as the applicant/landlord against Mary Laurie Tobie as the respondent/tenant was filed by the Rental Office March 2, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit #103 in Dettah, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 9, 2015.

The applicant alleged the respondent had accumulated rental arrears and had repeatedly failed to report household income as required. An order was sought for payment of the rental arrears, that future rent be paid on time, and termination of the tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 15, 2015, in Yellowknife, Northwest Territories. Ms. Rose Black appeared representing the applicant. Ms. Mary Laurie Tobie was served a notice of attendance by registered mail signed for April 2, 2015. Ms. Tobie did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in Ms. Tobie's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Black testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing. The tenancy began August 16, 2014, on a month-to-month basis. The rental premises was identified as Unit #103 in Dettah, Northwest Territories, and the maximum monthly rent was set at \$1,545. The tenancy agreement was further established to be one for subsidized public housing for which a rent subsidy would be assessed monthly based on reported household income.

The customer aged detail (CAD) provided in the application package represents the landlord's accounting of maximum monthly rent, monthly assessed subsidies, and payments made against the respondent's rent account. At the time of making the application, the CAD reflected rental arrears accumulated to the amount of \$12,623.99. The maximum monthly rent had been charged without subsidies for the months of August 2014 to February 2015 due to the respondent's failure to report her total household income for the months of July 2014 to January 2015 in accordance with section 6 of her tenancy agreement.

Shortly after the application to a rental officer was filed the respondent provided the outstanding household income reports up to and including February 2015 and consequently her rents for August 2014 to March 2015 were assessed appropriate subsidies. The respondent successfully reported her total household income for the month of March 2015 as required as well. As a result of the reported income and assessed subsidies, along with some additional payments, the respondent's rent account balance had substantially been reduced as of this hearing date to \$2,208.99.

Ms. Black requested an order for payment of the rental arrears, that future rent be paid on time, and that the respondent report her household income as required by her tenancy agreement. In acknowledgement of the respondent's recent substantial reduction of her rent account while also citing her historical pattern of behaviour in reporting her income late and failing to pay the full amount of her rent when it is due, Ms. Black requested a lengthy conditional termination order to permit the respondent the opportunity to prove she could comply with her obligations on a regular basis.

I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act. I am satisfied the tenancy agreement is for subsidized public housing. I am satisfied the respondent has repeatedly failed to comply with section 6 of the tenancy agreement, which requires the tenant to report the total household income whenever and as often as requested by the landlord. I am satisfied the respondent has repeatedly failed to pay the full amount of rent when it is due. I am satisfied that termination of the tenancy agreement is justified. Under the circumstances of this particular case, in consideration of the respondent's recent efforts to resolve her rent account and the applicant's willingness to permit the respondent the opportunity to prove herself, I am satisfied the termination of the tenancy should be conditional on the timely reporting of monthly household income and payment of rents on time.

An order will issue requiring Ms. Mary Laurie Tobie to pay rental arrears in the amount of \$2,208.99, to pay her rent on time in the future, to report her household income in accordance with section 6 of her tenancy and not to breach that obligation again, and terminating her tenancy on October 31, 2015, unless the household incomes for April to September 2015 are reported on time and the rents for May to October 2015 are paid on time.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Customer aged detail as at February 26, 2015

Exhibit 2: Applicant's correspondences to respondent dated: February 4, 2015; October 15, 2014; August 27, 2013; August 23, 2012

Exhibit 3: Payroll deduction authorization dated October 8, 2013

Exhibit 4: Promissory note dated June 4, 2013

Exhibit 5: Residential tenancy agreements dated: August 15, 2014, and September 17, 2013

Exhibit 6: Residential tenancy agreement dated August 15, 2014

Exhibit 7: Applicant's correspondence to respondent dated March 4, 2015

Exhibit 8: Tenant ledger card for rent from April 1 to 10, 2015