

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **LAURA NERYSOO**, 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 MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**LAURA NERYSOO**

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 fifty six thousand one hundred nineteen dollars (\$56,119.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of sixty five dollars and forty six cents (\$65.46).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of May,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **LAURA NERYSOO**, 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 MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**LAURA NERYSOO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 7, 2015

**Place of the Hearing:** Fort McPherson, NT via telephone

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Laura Nerysoo, respondent

**Date of Decision:** May 7, 2015

### **REASONS FOR DECISION**

The respondent was previously found to be in breach of her obligation to fully and accurately report the household income in accordance with article 6 of the tenancy agreement. The rental premises are subsidized public housing and tenants are required to report the household income when required by the landlord in order to assess a subsidized rent that the tenant can afford. The respondent and her common-law partner had both previously claimed, under oath, that her partner did not occupy the public housing unit but instead lived in his own house near the community. Therefore only the respondent's income had been reported and the monthly rent calculated on that amount alone. An order issued on February 3, 2015 (file #20-14364) terminated the tenancy agreement on February 28, 2015 and an eviction order was issued.

The respondent has now provided the income tax returns for her partner and the applicant has re-assessed the monthly rents from September, 2010 to February 2015 using the income tax information which incidentally also confirms that the respondent's partner lived in the public housing unit. The applicant provided the tax information and the detailed monthly assessments in evidence which resulted in significant adjustments and adjusted cumulative arrears of \$56,119.

The applicant also sought relief relating to the cost of repairs to the premises in the amount of \$65.46. A work order was provided in evidence which indicates that a broken toilet seat lid was repaired by the applicant and charged to the tenant.

I find the re-assessments to be in order and find that the repairs were made necessary due to the negligence of the respondent. I find the repair costs reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$56,119 and repair costs of \$65.46.

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Hal Logsdon  
Rental Officer