

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Karla Kraus**, 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 **village of Fort Simpson in the Northwest Territories**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

KARLA KRAUS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 10th day of August 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Simpson Housing Authority**, Applicant, and **Karla Kraus**, Respondent.

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BETWEEN:

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 29, 2015
<u>Place of the Hearing:</u>	Fort Simpson, Northwest Territories
<u>Appearances at Hearing:</u>	Hilda Gerlock, representing the applicant Karla Kraus, respondent
<u>Date of Decision:</u>	July 29, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Simpson Housing Authority as the applicant/landlord against Karla Kraus as the respondent/tenant was filed by the Rental Office June 8, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 10606B - 99A Avenue in Fort Simpson, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for July 21, 2015.

The applicant alleged the respondent had accumulated rental arrears and failed to report household income in accordance with her tenancy agreement. An order was sought for payment of the rental arrears, reporting of household income, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 29, 2015. Ms. Hilda Gerlock appeared representing the applicant. Ms. Karla Kraus appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a tenancy agreement between them for subsidized public housing at the rental premises known as 10606B - 99A Avenue in Fort Simpson. The tenancy commenced in February 2011. I am satisfied there is a valid tenancy agreement in place between the parties for subsidized public housing in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. The respondent did not dispute the accuracy of the statements.

I, however, did question a charge on the statement dated March 31, 2015, described as "Open Chrg to reconcile to Simply" in the amount of \$1,385. Ms. Gerlock had no explanation for this charge other than they were instructed by their auditors to apply the charge in order to reconcile their accounting systems. I am not satisfied this charge is for rent and as such \$1,385 will be deducted from the balance reflected on the statement.

The rents for March and July 2015 were applied at the maximum monthly rent of \$1,625 each. Ms. Gerlock could not confirm why the maximum rent was charged for July. She did confirm that the respondent's household income had not been reported for February resulting in the maximum monthly rent being charged for March. Ms. Kraus admitted to not realizing she hadn't reported her income for February yet and confirmed at hearing she would do so; she indicated her income had not changed from the previous month. Ms. Gerlock agreed to adjusting the rents for March and July based on estimated subsidies to \$80 each.

Deducting the \$1,385 reconciliation charge and entering the above rent subsidy adjustments results in a credit balance on the respondent's rent account in the amount of \$230. Ms. Gerlock withdrew the applicant's requests for termination of the tenancy agreement and eviction.

Section 7 and Schedule A to the written tenancy agreement specify the monthly rents are due and payable on the first day of each month. There was no dispute that the payments against the account throughout the tenancy have been inconsistent, often going months between payments. I find the respondent has repeatedly failed to comply with her obligation to pay the full amount of rent when due.

Order

An order will issue requiring Ms. Karla Kraus to pay her rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement dated April 1, 2014

Exhibit 2: Lease balance statement dated June 3, 2015

Exhibit 3: Applicant's correspondence to respondent dated May 20, 2015

Exhibit 4: Rent calculation forms for February 2015 and July 2014

Exhibit 5: Lease balance statement dated July 14, 2015

Exhibit 6: Lease balance statement dated July 28, 2015

Exhibit 7: Residential tenancy agreement dated April 1, 2015