

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **HELEN MCCALLUM AND LAURENCE MCCALLUM**,
Respondents;

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,
regarding the rental premises at **FORT RESOLUTION, NT.**

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

HELEN MCCALLUM AND LAURENCE MCCALLUM

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand six hundred eighty dollars (\$3680.00).

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of February, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **HELEN MCCALLUM AND LAURENCE MCCALLUM**,
Respondents.

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-

HELEN MCCALLUM AND LAURENCE MCCALLUM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 16, 2002
<u>Place of the Hearing:</u>	Fort Resolution, NT
<u>Appearances at Hearing:</u>	Joyce Beaulieu, representing the applicant Helen McCallum, respondent Laurence McCallum, respondent
<u>Date of Decision:</u>	February 6, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to maintain the rental premises in a reasonable state of cleanliness. The applicant sought an order for the respondents to pay the alleged rent arrears, to pay future rent on time and to comply with their obligation to maintain the rental premises in a state of reasonable cleanliness.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$7257 as at September 28, 2001. The ledger indicated that the full unsubsidized rent of \$1580/month had been applied since June, 2001. The applicant testified that the respondents had failed to provide complete income information. The applicant testified that the addition of the rent for October, 2001 to present, at the full unsubsidized rate, resulted in a balance of rent owing of \$13,577.

The applicant also testified that the tenants kept a dog which was creating a problem with delivery of services and that the respondents kept a number of derelict vehicles in their yard which were unsightly.

The respondents provided documentation of their income at the hearing and testified that the information had been provided to the applicant. The applicant acknowledged that some

information had been supplied but that the information was incomplete. The applicant acknowledged that the information provided by the respondent at the hearing was sufficient to calculate rent.

The respondents testified that two of the vehicles in the yard were licensed and in use. They also testified that the dog was tied to the doorstep for protection but in their opinion, did not interfere with regular services to the premises. The rental officer made a visual inspection of the property.

In the matter of rent, I find the application of the unsubsidized rent to be inappropriate given the income information provided by the respondents. In my opinion, the rent should be based on the income information provided by the respondents. After adjustment of the rent based on the income information provided, I find the rent arrears to be \$3680 calculated as follows:

Balance April 18, 2001	\$759.00
May, 2001 rent	511.00
June, 2001 rent	852.00
July, 2001 rent	229.00
August, 2001 rent	32.00
September 2001 rent	175.00
October, 2001 rent	194.00
November, 2001 rent	804.00
December, 2001 rent	92.00
<u>January, 2002 rent</u>	<u>32.00</u>
Amount owing	\$3680.00

In the matter of the cleanliness issues, I find little evidence to support the applicants allegations of a breach of the tenancy agreement. In my opinion, the vehicles in the yard are not particularly

unattractive nor do they pose a problem with access or safety. I did not note any problems with the dog but remind the respondents that it is their responsibility to ensure that the delivery of water and pick up of sewage is not hampered by the dog and that the area around the house, particularly around the water delivery point is free of dog faeces. Similarly, I remind both parties that the landlord is required to give notice of entry to make repairs or inspect the property and that the respondents should ensure that the dog does not impede legal entry by the landlord or interfere with the landlords duties while in the rental premises.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$3680. An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$3680 and to pay future rent on time.

Hal Logsdon

Rental Officer