

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **BERNADETTE UNKA AND JIM O'REILLY**, 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 -

BERNADETTE UNKA AND JIM O'REILLY

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 fourteen thousand six hundred ninety six dollars (\$14,696.00).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than two hundred dollars (\$200.00) the first installment becoming due on February 28, 2002 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of February, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

BERNADETTE UNKA AND JIM O'REILLY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 31, 2002

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Bernadette Unka, respondent
Jim O'Reilly, respondent

Date of Decision: January 31, 2002

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$14,696.

The respondents did not dispute the monthly assessment of rent or the balance owing but indicated that the rent was too high for them to pay. The rental premises is a public housing unit rented on a rent-g geared-to-income basis. The respondents also testified that the premises were in a poor condition and that the landlord had failed to properly maintain the premises.

The applicant provided copies of the household's declaration of income forms. In my opinion, the assessment of rents is consistent with the rent scale and with the income of the respondents. The tenancy agreement between the parties obligates the tenants to pay rent in accordance with their declared income and the rent scale. The *Residential Tenancies Act* does not contain any provisions which would limit the amount of rent charged. I do not find any breach of the tenancy agreement by the landlord with respect to the rent provisions contained in the written tenancy agreement. I have no jurisdiction to rule on the fairness of the rent scale. I find the ledger to be in order and the rent arrears to be \$14,696.

I find no evidence to support the allegations that the premises are in poor condition. There are no

notices to the landlord requesting repair. No application has been filed by the respondents. The condition rating of the premises is noted on the household income form as 75%. Should there be repairs necessary, it is the respondents' obligation to inform the landlord. If the respondents are not satisfied with the landlord's response, they may seek remedy through an application to a rental officer. I find no evidence at this time to support any claim for compensation or abatement of rent.

I note that there was a previous order filed by the rental officer on January 13, 1999 requiring the respondents to pay the applicant rent arrears of \$2,334 and to pay future rent on time. The tenant rent ledger indicates that since that time, the respondents have made numerous payments, but never paid sufficient amount to meet their rent obligation. The applicant has sent numerous notices to the respondents since the previous order but apparently none have had any effect. Since the issuance of the previous order, three years ago, the rent arrears have increased sixfold. In my opinion, the landlord did not take timely or effective steps to mitigate further loss.

The respondents proposed that they pay the monthly assessed rent plus an additional \$200/month, in order to retire this debt. In my opinion, given that these arrears have been allowed to accumulate over a long period of time, it is reasonable to allow the tenancy to continue provided this schedule of payments is followed.

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 \$14,696. An order shall be issued for the respondents to pay

the applicant the rent arrears in installments of no less than \$200/month, the first payment being due no later than February 28, 2002 and payable thereafter no later than the last day of every month until the rent arrears are paid in full. The monthly assessed rent must also be paid each month, on time.

Should the respondents fail to make payments of arrears in accordance with this order or fail to pay the monthly rent, the applicant may file a future application seeking lump sum payment of any balance and the termination of the tenancy agreement.

Hal Logsdon
Rental Officer