

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **JOHN GROSSETETE, MARGARET GROSSETETE AND DAVID
GROSSETETE**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

JOHN GROSSETETE, MARGARET GROSSETETE AND DAVID GROSSETETE

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 eight hundred thirty seven dollars (\$837.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1106, 9914-103 Avenue, Fort Simpson, NT shall be terminated on April 30, 2003 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of eight hundred thirty seven dollars (\$837.00) are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, should the tenancy

continue, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
February, 2003.

Hal Logsdon
Rental Officer

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JOHN GROSSETETE, MARGARET GROSSETETE AND DAVID GROSSETETE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 20, 2003

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: February 20, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on February 12, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had failed to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement between the parties unless the alleged rent arrears were promptly paid. The applicant provided a copy of the tenant ledger which indicated rent arrears in the amount of \$837. The ledger also indicated that no rent had been paid since September 4, 2002 and that the rent had been in arrears since September, 1999. The rent has been consistently assessed at \$32/month.

The applicant testified that the rent was low because much of the household income was not assessable as it was earned by senior citizens. The applicant stated that the household income was more than adequate to pay the rent and to pay the accumulated arrears in a short period of time. The applicant suggested that termination of the tenancy agreement be considered unless the rent arrears were paid by April 30, 2003.

The household income declaration indicates that the \$32 monthly rent represents only 1% of the gross monthly household income and that the accumulated arrears of \$837 represent only 29% of the gross monthly household income. In my opinion, there is no question as to the affordability of the rent and no reason why the accumulated arrears can not be paid on or before April 30, 2003.

I find the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$837. An order shall be issued requiring the respondents to pay the rent arrears and terminating the tenancy agreement on April 30, 2003 unless those rent arrears are paid in full. The order shall also require the respondents to pay the future rent on time.

Hal Logsdon
Rental Officer