

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **ARCHIE PAULETTE AND ANGIE PAULETTE**, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

ARCHIE PAULETTE AND ANGIE PAULETTE

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 two thousand one hundred seventy dollars (\$2170.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to service calls to unlock the premises in the amount of two hundred thirty four dollars and forty cents (\$234.40).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the amounts in monthly installments of at least seventy five dollars (\$75.00), the first

payment becoming due on January 31, 2004 and payable thereafter no later than the last day of every month, until this order is fully satisfied.

4. 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 8th day of January, 2004.

Hal Logsdon
Rental Officer

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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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

ARCHIE PAULETTE AND ANGIE PAULETTE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 8, 2004
<u>Place of the Hearing:</u>	Fort Smith, NT via teleconference
<u>Appearances at Hearing:</u>	Ruth White, representing the applicant Archie Paulette, respondent Angie Paulette, respondent
<u>Date of Decision:</u>	January 8, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for costs to unlock the premises when the tenants had forgotten or lost their keys. The respondent sought an order requiring the respondents to pay the alleged rent arrears and costs and termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2170. The statement indicated that the last payment of rent was received on March 1, 2003. The respondents questioned why they had to pay any rent at all as other seniors in the community were not assessed rent in social housing. The applicant indicated that the rent was based only on the income of Archie Paulette because he was not considered a senior. All of the income of Angie Paulette was exempt as she was considered a senior.

The respondent provided copies of work orders and invoices and a statement of charges for tenant damages. Two invoices shown on the statement (#16003 for \$172.72 and #2003-02 for \$152.20) had no corresponding work orders or invoices to indicate what work was done. I am unable to determine the nature of these charges and must therefore dismiss them. The remaining three charges are for service calls to unlock doors to the premises when the tenants had forgotten or lost their keys. Although the charges appear to be high, they are in my opinion, reasonable. The landlord's maintenance staff must be paid minimum call out charges after hours. The

landlord did not charge the tenants the full cost of the service calls on the first two occasions. On the third occasion, the full costs were charged.

I find that the rent has been properly assessed in accordance with the rent scale and find rent arrears in the amount of \$2170. I also find the respondents responsible for call-out charges in the amount of \$234.40. The parties agreed that the total amount could be paid in monthly installments if the future rent was paid on time. In my opinion, given the limited income of the respondents, monthly installments of \$75 plus the rent is reasonable.

An order shall issue requiring the respondents to pay rent arrears and call-out charges in the total amount of \$2404.40. The respondents may pay that amount in monthly installments of \$75, due no later than the last day of every month. The first payment shall be due no later than January 31, 2004. The respondents shall also pay their rent on time.

Should the respondents fail to pay the arrears in accordance with this order or fail to pay the rent on time, the applicant may file a future application seeking the full payment of any outstanding balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer