

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOHNNY APPLES AND DOREEN APPLES**, 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 **RAE, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**JOHNNY APPLES AND DOREEN APPLES**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (Dogrib Rae Band Housing Division and Doreen Apples and Johnny Apples, File #10-6116, Filed April 11, 2000) is rescinded and the respondents shall pay the applicant rent arrears in the amount of forty two thousand two hundred fifty three dollars and forty seven cents (\$42,253.47).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #299 Wenaza Tili, Rae, NT shall be terminated on March 31, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of March, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JOHNNY APPLES AND DOREEN APPLES**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 1, 2004

**Place of the Hearing:** Rae, NT

**Appearances at Hearing:** Mike Keohane, representing the applicant  
Rose Dryneck, witness for the applicant  
Doreen Apples, respondent

**Date of Decision:** March 3, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had 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 copies of the tenant ledger which indicated a balance of rent owing as at January 2, 2004 in the amount of \$42,403.47. The applicant testified that since that date rent of \$1107 had come due and no payments had been received bringing the balance owing to \$43,510.47.

The respondent disputed the amount of rent alleged owing stating that she believed the rent was not assessed correctly. The applicant provided an unsigned copy of a household income declaration dated April 1, 2003 and testified that a signed copy had been filed by the respondents. The respondent stated that she had not seen the form before and stated that she had been working at that time but that Johnny Apples had not started work until May, 2003. The April 1, 2003 household income form set the rent at \$1334/month but did not agree with the ledger which recorded the rent from April to the present at \$1107 (taking into account an adjustment made in October, 2003). There was no household income form setting out a rent of \$1107 and the applicant did not know why that amount had been charged.

There appear to be some significant gaps in the administration of rent assessment and I am not confident, from the evidence that the rent after April 1, 2003 has been properly assessed. I am satisfied that the balance shown on the rent ledger as at April 29, 2003 and based on an

assessment of \$910/month is accurate. Calculating the rent from that date forward at \$910 month and deducting the rent which has been paid results in a balance of \$42,253.47 calculated as follows:

Balance April 29, 2003	\$33,017.47
May/03-March/04 (11 months @ \$910)	10,010.00
Less payments	<u>(774.00)</u>
Balance owing	\$42,253.47

The respondents have been made aware of their obligation to pay rent and the assessment of \$910 through notices and have failed to pay anywhere near the amount of rent which they are obligated to pay or to file a household income form to amend the rent assessment. Three previous orders have been issued against the respondents regarding non-payment of rent. Following the latest order, issued in April, 2000 and permitting the respondents to pay the rent arrears in monthly installments, the respondents paid \$3422 over the next three months then did not pay any rent whatsoever for three years. The several small payments made recently provide little evidence to suggest that the respondents have any intention of paying the rent in accordance with the tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue rescinding the previous order and ordering the respondents to pay the applicant rent arrears in the amount of \$42,253.47. The order shall terminate the tenancy agreement on March 31, 2004.

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Hal Logsdon  
Rental Officer