

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **DOREEN WEDAWIN AND BARRY FRANKLIN**, 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-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

DOREEN WEDAWIN AND BARRY FRANKLIN

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 twenty eight thousand six hundred six dollars and thirteen cents (\$28,606.13).
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 unit #703, Rae-Edzo, NT shall be terminated on June 30, 2004 and the respondents shall vacate the premises on that date, unless rent arrears of no less than one thousand five hundred dollars (\$1,500.00) have been paid in full and the respondents have provided information regarding the household income to the landlord in accordance with the tenancy agreement.

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3. 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 4th day of June, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

DOREEN WEDAWIN AND BARRY FRANKLIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 3, 2004

Place of the Hearing: Rae, NT

Appearances at Hearing: Mike Keohane, representing the applicant
Rose Dryneck, representing the applicant

Date of Decision: June 4, 2004

REASONS FOR DECISION

The respondents were served with notices of attendance on May 26, 2004 but failed to appear at the hearing. The hearing was held in their absence.

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. The applicant also alleged that the respondents had failed to provide any income information in accordance with the tenancy agreement.

The applicant provided the tenant ledger records which indicated a balance of rent owing in the amount of \$57,517.80. The tenant ledger contains transactions related to three tenancy agreements. The earliest relates to a tenancy agreement between the applicant and Doreen Wedawin for unit SS-2 which commence in March, 1991 and appears to have been terminated in March, 1995. The second relates to a tenancy agreement between the parties for unit 434B which commenced on April 1, 1995. The third relates to a tenancy between the parties for unit 703 which commenced on April 1, 2000. The outstanding arrears related to each tenancy are as follows:

Unit SS-2	\$93.64
Unit 434B	30,187.16
Unit 703	<u>27,237.00</u>
Balance on ledger	\$57,517.80

There have been two previous orders (File #10-5352, filed on May 27, 1998 and File #10-5533,

filed on December 3, 1998) relating to the tenancy agreement between the parties for unit 434B. The orders have not been satisfied and require the respondents to pay the applicant a total of \$28,818.03.

The arrears related to unit SS-2 are the sole responsibility of Doreen Wedawin as Barry Franklin was not a tenant. Section 68(1) and 68(3) of the *Residential Tenancies Act* set out time limitations for applications.

- 68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**
- 68. (3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

In my opinion, too much time has passed to consider the arrears related to unit SS-2 particularly since the arrears do not relate to the respondents as joint tenants. However, I do not feel it is unfair to consider the arrears related to unit 434B as they were incurred by the joint tenants and the move from one unit to the other appears to be a simple transfer within the housing portfolio of the landlord.

The ledger indicates that the respondents paid the assessed rent and some arrears in April and May, 2004. The applicant indicated that they would be willing to permit the tenancy to continue provided the respondents made payments of at least \$1500 and reported the household income on or before June 30, 2004 and continued to pay the assessed rent and some of the arrears each

month.

I find the respondents in breach of their obligation to pay rent. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$28,606.13 calculated as follows:

Rent arrears for 703	\$27,237.00
Rent arrears for 434B	30,187.16
Less previous orders	<u>(28,818.03)</u>
Amount of order	\$28,606.13

The order shall terminate the tenancy agreement between the parties on June 30, 2004 unless the respondents have made payments of at least \$1500 and have reported the household income to the landlord in accordance with the tenancy agreement. Should the tenancy agreement continue, the respondents are order to pay the future rent on time. The applicant may file a future application requesting an order terminating the tenancy if the respondents fail to pay future rent on time or do not make reasonable payments to retire the rent arrears.

Hal Logsdon
Rental Officer