

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **CHRISTINE CHINKON**, Respondent;

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 -

CHRISTINE CHINKON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-5555, filed on May 19, 1999) is rescinded and the respondent shall pay the applicant rent arrears in lump sum in the amount of forty nine thousand seven hundred twenty six dollars and twenty five cents (\$49,726.25).
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 #290, Wehaze Tili, Rae, NT, shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **CHRISTINE CHINKON**, Respondent.

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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

CHRISTINE CHINKON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 1, 2005

Place of the Hearing: Rae, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: September 1, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 18, 2005, but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$49,726.25. A previous order was issued (File #10-5555, filed on May 19, 1999) which required the respondent to pay rent arrears of \$6990.65 in monthly payments of \$150 along with the rent. After the previous order was issued, no rent whatsoever was paid until November, 2004 resulting in a balance of arrears of \$47,428.35. At that time, a daughter moved in with the respondent, transferring her arrears of \$1847.90 to the respondent's account, with her permission. Since that time, regular payments have been made but they have not been sufficient to meet the full amount of rent or satisfy the previous order.

The applicant testified that there were numerous incidents of disturbance caused by parties held by the children of the respondent and that other tenants had issued numerous complaints of noise.

The respondent is seventy three years old and the sole tenant named on the tenancy agreement.

The current rent scale does not consider any income of seniors but does consider income of other, non-senior occupants. In this case, there is significant income from other household members, but as the tenancy agreement is made between the applicant and respondent as sole tenant, only the respondent is legally obligated to pay the assessed rent and must rely on the good graces of the other income earners to contribute. The landlord is only able to enforce rent collection in an action against the tenant who, in this case, is financially unable to pay the amounts assessed.

Termination of the tenancy agreement would be a harsh remedy unless the respondent was provided with reasonable premises where her family would be less likely to take advantage of her willingness to provide them with shelter. In this case, the applicant/landlord has offered to relocate the respondent in the senior citizen's complex and she has agreed to the transfer. Given the circumstances, I have no hesitation terminating the tenancy agreement as it appears to be a reasonable solution to the problem.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$49,726.25. An order shall issue rescinding the previous order and requiring the lump sum payment of the arrears. The tenancy shall be terminated on September 30, 2005 and the respondent and all occupants of the premises shall vacate the premises on that date, unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer