

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLA BOLT AND SHELDON BOLT**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLA BOLT AND SHELDON BOLT

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 three thousand forty six dollars and twenty nine cents (\$3046.29).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 23B Riverbend Road, Hay River, NT shall be terminated on October 31, 2005 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLA BOLT AND SHELDON BOLT**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLA BOLT AND SHELDON BOLT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 6, 2005

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant

Date of Decision: October 6, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on September 28, 2005, 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. The applicant also alleged that the respondents' household income was in excess of the amount permitted for continued program eligibility. The rental premises are subsidized public housing. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3046.29. The rent arrears represent unpaid rent for part of July and all of August, September and October, 2005.

The applicant was not sure of the present income of the respondents but stated that their household income in December, 2004 exceeded the maximum of \$3375.00 a month and had increased since that date. Prior to the hearing the rental officer consulted with the NWT Housing Corporation regarding the maximum allowable household income for continuing eligibility for subsidized public housing. The rental officer was informed that the maximum level of household income for eligibility for tenants was the "Homeownership Core Need Income Threshold (CNIT)" which was \$6342.00 a month in Hay River. I am not satisfied that the household income of the respondents is at or above

this amount and therefore can not consider termination on the basis of eligibility.

Two previous orders have been issued terminating this tenancy agreement unless rent arrears were paid in full. The respondents have also been ordered to pay rent on time. Two other applications have been filed by the landlord regarding non-payment of rent and have been subsequently withdrawn when the rent arrears were paid. Now the respondents are more seriously in arrears than on previous occasions and have offered no reasons why the remedy of termination should not be considered. The landlord has been patient in permitting the respondents to continuously redeem this tenancy agreement by paying their rent arrears. It appears that the respondents are not motivated to pay their rent unless ordered to do so or threatened with legal action. The applicant should not have to continuously seek legal remedies to collect the rent.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3046.29. In my opinion there are sufficient grounds to terminate this tenancy agreement. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3046.29 and terminating the tenancy agreement on October 31, 2005.

Hal Logsdon
Rental Officer