

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **CECILIA CHOCOLATE AND DEAN ILLISIAK**, 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 -

**CECILIA CHOCOLATE AND DEAN ILLISIAK**

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 sixty eight thousand eight hundred sixty dollars (\$68,860.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of one hundred dollars (\$100.00) along with the monthly rent on the first day of each month until the rent arrears are paid in full. The first payment shall be due on January 1, 2006.
3. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as Unit 350, Kay Tay Whee Tili, Rae, NT shall be terminated on January 31, 2006 and the respondents shall vacate the premises on that date, unless the household income is reported to the landlord in accordance with the tenancy agreement.

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 15th day of December, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CECILIA CHOCOLATE AND DEAN ILLISIAK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2005

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

**Appearances at Hearing:** Robert Richardson, representing the applicant  
Cecilia Chocolate, respondent  
Dean Illisiak, respondent

**Date of Decision:** December 15, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to report all of the household income. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$74,584. The full unsubsidized rent had been assessed in each month since April, 2005. The applicant testified that the full rent was applied because only part of the household income had been declared.

The respondents did not dispute the allegations. They stated that they had been trying to purchase a house but had not been able to get loan approval due to their rent arrears. They stated that they had been trying to pay the rent and some of the arrears each month but had experienced difficulties with a payroll deduction. They indicated that they would like to continue trying to pay the arrears in installments so that they might eventually qualify for a mortgage.

The applicant agreed to continue the tenancy agreement provided the rent was paid each month and some of the arrears and that the full household income was reported. The parties agreed that \$100/month would be paid in addition to the monthly assessed rent.

In the matter of the application of the full unsubsidised rent, the landlord should have assessed

the rent based on the income information available. In this case the landlord had the income information from Cecilia Chocolate. The rent for April, 2005 and for each month thereafter, should have been calculated on that figure. The applicant stated that assessment would have been \$1053/month. Therefore, I find the rent arrears to be \$68,860 calculated as follows:

Balance as per ledger	\$74,584
less economic rent (\$1689 x 9 months)	(15,201)
plus rent base on income (\$1053 x 9)	<u>9477</u>
Balance owing	\$68,860

It should be noted that this balance may change if the respondents report other income for the period April - December, 2005.

I find the respondents in breach of their obligation to pay rent and their obligation to report income in accordance with the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the full and accurate household income is promptly reported to the landlord.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$68,860 in monthly instalments, along with the rent, on the first day of each month until the rent arrears are paid in full. The first payment shall be due on January 1, 2006. The order shall also terminate the tenancy agreement on January 31, 2006 unless the full and accurate household income is reported to the landlord in accordance with the tenancy agreement. Should the tenancy agreement continue, the respondents shall pay future rent on time.

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Hal Logsdon  
Rental Officer