

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **VANESSA CHOCOLATE AND ROY LAFFERTY**, 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 -

VANESSA CHOCOLATE AND ROY LAFFERTY

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 thousand eight hundred twenty eight dollars and forty five cents (\$20,828.45).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than one hundred dollars (\$100.00), the first payment being due, along with the monthly rent, on March 1, 2006 and payable thereafter no later than the first day of every month, until the rent arrears are paid in full.
3. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement

between the parties for the premises known as Unit #4 - 4Plex, Nihtl Exo Tili, Rae, NT shall be terminated on February 28, 2006 unless the respondents report the household income to the applicant in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **VANESSA CHOCOLATE AND ROY LAFFERTY**, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

VANESSA CHOCOLATE AND ROY LAFFERTY

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

Date of Decision: January 31, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. Ms Chocolate's notice was confirmed delivered and Mr Lafferty's notice was unclaimed. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. 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 \$24,353. The full unsubsidized rent was charged from April, 2005 to December, 2005. The applicant stated that they had received income information for the months of June and July, 2005 but that the adjusted rent had not yet been posted to the ledger. The adjusted amounts were \$469 and \$788. The applicant testified that no income information had been received for the remaining months where the full unsubsidized rent had been applied.

The ledger also indicated an amount charged to the tenant in May, 2005 of \$1430.55. Documents in the respondent's tenant file indicate that this charge represents 50% of the arrears related to a former tenancy agreement between the applicant and joint tenants Vanessa Chocolate and John

Bonnetrouge for unit #612C. The documents indicate that Ms. Chocolate vacated those premises in December, 1999. The arrears were split between the former joint tenants and added to the current account of the respondents in August, 2003.

Section 68 of the *Residential Tenancies Act*, requires a landlord or tenant to make an application in a timely manner.

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.

The former joint tenancy agreement to which Ms. Chocolate was a party was terminated some time ago. An application seeking arrears with respect to that tenancy agreement should have been made within the six month time limit. I see no reason to extend the limitation set out in section 68. The arrears can not be included in an order against Ms Chocolate and Mr. Lafferty as Mr Lafferty was not a party to that agreement.

I find the respondents in breach of their obligation to pay rent. Taking into account the rent charged for the former tenancy agreement and the adjustments of rent that have not yet been entered to the ledger, I find the rent arrears to be \$20,828.45 calculated as follows:

Balance as per ledger	\$24,353.00
Reversal of unsubsidized rent	(3378.00)
Rent for June/July/05	1284.00
Reverse old debt	<u>(1430.55)</u>
Balance owing applicant	\$20,828.45

In my opinion, the tenancy agreement should be allowed to continue provided the respondents

promptly report their household income in accordance with the tenancy agreement and begin paying the rent arrears and monthly rent in a scheduled and consistent fashion.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$20,828.45 in monthly installments of \$100 along with the rent. The first payment shall be due on March 1, 2006 and arrears payments shall be due on the first of every month thereafter until the rent arrears are paid in full.

The tenancy agreement between the parties shall be terminated on February 28, 2006 unless the respondents report the household income to the applicant in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer