

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
TRACEY SMITH AND DAVID JEREMIC'A, 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 -

TRACEY SMITH AND DAVID JEREMIC'A

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 seven thousand six hundred twenty three dollars (\$7623.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly payments of no less than two hundred dollars (\$200.00), payable 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 February 1, 2006.

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 10th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **TRACEY SMITH AND DAVID JEREMIC'A**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act R.S.N.W.T. 1988**, Chapter R-5 (the "Act");

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

TRACEY SMITH AND DAVID JEREMIC'A

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 24, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
David Jeremic'a, respondent

Date of Decision: January 24, 2006

REASONS FOR DECISION

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 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 \$7623. Numerous notices have been sent to the respondents demanding payment of rent and arrears.

The respondent provided a list of repairs he felt the landlord should undertake. There has been no application from the respondents alleging the landlord's failure to repair. The applicant stated that he was unaware of any problems but would attend to the respondents' request promptly. The respondents' allegations are not a defence for non-payment of rent. If the respondents are not satisfied with the landlord's maintenance and repair of the premises, they may file an application to a rental officer and seek a remedy pursuant to section 30 of the *Residential Tenancies Act*. The matter of repairs to the premises is not before me now and I shall not consider it unless an application is made.

The respondent stated that he had moved from the premises in July or August, 2004 leaving Ms. Smith to occupy the premises. He stated that he returned to live in the premises about four months later and did not feel that he should have pay any rent for that period. I note that the

tenancy agreement was not amended during Mr. Jeremic'a's absence and the rent that was assessed during that period was the minimum rent of \$32.

Mr. Jeremic'a stated that it was difficult to know what the monthly rent was as the landlord failed to give him any notices when the rent was adjusted.

I can understand the respondents' difficulty in determining the rent which is owing in any particular month. I spent a considerable amount of time reviewing the rent records and the numerous retroactive adjustments to the assessments before satisfying myself that the rent had been correctly applied. To a large degree, however, the confusion is the result of the respondents' failure to report the monthly household income on a timely basis. I find no evidence of improper assessment or accounting errors. I find no evidence that this tenancy agreement was amended during Mr Jeremick'a's brief absence from the household. Any income he may have earned during this period was not considered in the assessment of the rent. The respondents are jointly and severally responsible for the payment of rent for the term of the tenancy. I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$7623.

The parties agreed that the arrears could be paid in monthly payments of \$200 along with the rent and the applicant withdrew the request to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$7623 in monthly payments of no less than \$200. The first payment will be due, along with the monthly

rent, on February 1, 2006 and payable thereafter on the first day of every month until the rent arrears are paid in full. The respondents are also ordered to pay future rent on time.

Should the respondents fail to make arrears payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer