

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JAMES CLARK AND BRENDA CLARK**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

JAMES CLARK AND BRENDA CLARK

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 four thousand eight hundred forty nine dollars and twelve cents (\$4849.12).
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 0074 Andrew Kunnizzi Street, Fort McPherson, NT shall be terminated on February 4, 2006 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

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 4th day of January, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

JAMES CLARK AND BRENDA CLARK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 4, 2006

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
James Clark, respondent
Brenda Clark, respondent

Date of Decision: January 4, 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 arrears and terminating the tenancy agreement between the parties. 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 \$4849.12. The applicant noted that the December, 2005 rent was based on the reported income for the previous month because the respondents had not reported any change in their household income.

The respondents did not dispute the allegations.

The tenancy agreement was made for a term commencing on August 4, 2005 and terminating on February 4, 2006. The applicant served a notice of early termination on the respondents on September 22, 2005 seeking vacant possession on October 13, 2005 because of non-payment of rent. That notice also stated that the landlord did not intend to renew the term tenancy agreement due to the failure of the respondents to pay rent.

As a provider of subsidized public housing, the landlord is not obliged to renew the tenancy agreement nor does the agreement automatically renew on a monthly basis. There is no dispute between the parties concerning the amount of rent owing. In my opinion, there are sufficient

grounds to terminate the tenancy agreement unless the rent is paid in full. The applicant appears willing to permit the tenancy agreement to continue, provided all rent arrears are paid by February 4, 2006 which is the end of the term. As the monthly rent is based on the household income and may vary from month to month, I can not determine the amount of rent which will be assessed between now and the end of the term. I shall however, issue an order requiring the respondents to pay the applicant the current arrears which I find to be \$4849.12 and order the tenancy terminated on February 4, 2006 unless those arrears are paid in full.

If there are arrears from January or February, 2006 at the end of the term, the landlord may still elect to not renew the tenancy agreement and seek eviction if necessary. Should the tenancy agreement be renewed, the respondents shall be ordered to pay future rent on time.

Hal Logsdon
Rental Officer