

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA NERYSOO AND ALFRED ITSI**, 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 -

LAURA NERYSOO AND ALFRED ITSI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the previous order (File #20-9093, filed on August 17, 2006) is rescinded and the respondents are ordered to pay rent arrears to the applicant in the amount of nine thousand twenty seven dollars and thirty cents (\$9027.30).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0024 William George Vittrekwa Street, Fort McPherson, NT shall be terminated on January 31, 2007 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of
December, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

LAURA NERYSOO AND ALFRED ITSI

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 1, 2006
<u>Place of the Hearing:</u>	Fort McPherson, NT via teleconference
<u>Appearances at Hearing:</u>	Ina Arey, representing the applicant Shirley Wilson, representing the applicant Laura Nerysoo, respondent
<u>Date of Decision:</u>	December 6, 2006

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and had breached an order by a rental officer by failing to pay rent and rent arrears in accordance with that order. The applicant sought an order rescinding the previous order, ordering the respondents to pay the balance of the alleged rent arrears in full, and terminating the tenancy agreement. The premises are subsidized public housing.

A previous order (File #20-9093, filed on August 17, 2006) required the respondents to pay rental arrears and water costs of \$8119.86 in monthly installments of \$250, payable along with the rent on the first of each month, commencing in September, 2006, and continuing until the rent arrears were paid in full. The order also required the respondents to pay all future rent on time.

A copy of the tenant ledger was provided by the applicant in evidence which indicated a balance of \$9027.30. Included in this amount was a charge for water call-out in the amount of \$90.44.

I note that the rent for September, 2006 was assessed at the maximum rent of \$1857. The applicant testified that this amount was assessed based on the household income and not a result of the tenants' failure to report income. The respondent stated they were trying to pay what they could. She did not dispute the amount owing or the rent assessments.

Had the respondents complied with the previous order, the balance of rent owing would now be \$7119.86. Instead the balance is \$9027.30. This represents a shortfall of payments or rent and rent arrears of \$1817 and an additional water charge of \$90.44. Of the four months the order has been in effect (September - December, 2006) the respondents have only met the conditions of the order twice.

I am sure that the practice of assessing rent based on the income earned two months prior makes it difficult for some households to budget for the timely payment of their rent. In this case, the July, 2006 household income resulted in a September, 2006 rent of \$1857. It is quite possible that much of that July income was spent before the rent became due. The August and September, 2006 household income was very much lower. Nevertheless, this household has experienced swings of income several times this year and should be familiar with the need to put some income aside for their rent obligations, particularly when they previously agreed to make \$250/month payments.

I find the respondents in breach of their obligation to pay rent and in breach of the previous order. Applying payments first to the water charges, I find rent arrears in the amount of \$9027.30. In my opinion the applicant is entitled to the remedy of termination of the tenancy agreement.

An order shall issue rescinding the previous order and ordering the respondents to pay the applicant rent arrears in the amount of \$9027.30. The tenancy agreement shall be terminated on

January 31, 2007 and the respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer