

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **RAYLENE TUCCARO AND ROD BEAULIEU**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-9211, filed on December 20, 2006) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of one thousand five hundred nineteen dollars and eleven cents (\$1519.11).
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 Apartment 15, 5009 47<sup>th</sup> Street, Yellowknife, NT shall be terminated on January 31, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of one thousand

five hundred nineteen dollars and eleven cents (\$1519.11) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of  
December, 2007.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 18, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant  
Raylene Tuccaro, respondent

**Date of Decision:** December 20, 2007

**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. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3134.11. The full unsubsidized rent of \$1615 has been assessed for the month of December, 2007. The applicant stated that they were only seeking rent to November 30, 2007 because they believed the respondents may have reported the household income and the subsidy from the GNWT Public Housing Rental Subsidy Program was forthcoming. The balance shown on the statement as at November 30, 2007 was \$1519.11. The applicant sought an order requiring the respondents to pay that amount and termination of the tenancy agreement.

The applicant noted that they had filed numerous applications against the respondents but the respondents continued to breach the tenancy agreement by failing to pay rent or failing to report income. The applicant also noted that the tenancy agreement between the parties was renewed on October 1, 2007 for a three month term ending on February 28, 2008.

There have been five previous orders issued regarding non-payment of rent, non-payment of electricity, failure to repair damages to the premises and failure to report the household income in accordance with the tenancy agreement. On December 20, 2006 an order was issued (file #10-

9211) requiring the respondents to pay rent arrears of \$2691.11 in monthly installments of at least \$150. The applicant subsequently filed another application alleging that the December, 2006 order had been breached. The rental officer declined to rescind the December, 2006 order because the payments received came within \$31 of the amount ordered. Now the applicant again alleges that the December, 2006 order has been breached.

An analysis of the statement indicates that following the issuance of the December, 2006 order, the respondents made sufficient payments, except in February, 2007, to satisfy the order. However, the order has been breached in every month since August, 2007. Many of the payments made by the respondents consist of rebates provided by the landlord for payment of electricity. Although the rent arrears have been reduced by about 44% since the December, 2006 order, the payments fall short of satisfying the order by \$478.

The respondent did not dispute the rent arrears and stated that she was doing what she could to pay the rent arrears.

The applicant's argument for termination appears to be based primarily on the requirement to repeatedly launch legal action against the respondents to get them to comply with their obligations. Normally a social housing landlord will tolerate rental arrears if there is continuing progress toward the elimination of the debt but in this matter it appears the landlord must initiate legal action periodically to remind the respondents of their obligation. The landlord has been patient to date but is obviously tired of constantly filing applications against these tenants. While

this is understandable, I question why the applicant, who is a provider of subsidized public housing and exempt from the security of tenure provisions contained in section 49(1) of the *Residential Tenancies Act*, continues to renew the tenancy agreement. The applicant had an opportunity to end this tenancy on September 30, 2007 after the respondents had breached the December, 2006 order for two consecutive months. Instead they elected to renew the agreement for three months.

In my opinion, it is reasonable to permit the respondents an opportunity to redeem this tenancy. If the applicant chooses to not renew the tenancy agreement when it expires in February, 2008 they are entitled to do so.

The previous order (File #10-9211, filed on December 20, 2006) shall be rescinded and the respondents ordered to pay the remaining balance of rent arrears in the amount of \$1519.11. The tenancy agreement shall be terminated on January 31, 2008 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer