

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **WAYNE GREENLAND AND BELLA GREENLAND**, 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 -

**WAYNE GREENLAND AND BELLA GREENLAND**

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 six hundred fifty dollars and eighteen cents (\$650.18).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant for the cost of water paid on their behalf in the amount of two hundred forty nine dollars and nineteen cents (\$249.19).
3. 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 0059 James Simon Road, Fort

McPherson, NT shall be terminated on December 31, 2007 and the respondents shall vacate the premises on that date unless the rent arrears and the water costs in the total amount of eight hundred ninety nine dollars and thirty seven cents (\$899.37) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**WAYNE GREENLAND AND BELLA GREENLAND**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 21, 2007

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Wayne Greenland, respondent

**Date of Decision:** November 29, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for extra water deliveries. The applicant sought an order requiring the respondents to pay the alleged rent arrears and the water costs paid on their behalf and terminating the tenancy agreement.

A previous order (file #20-9446, filed on March 15, 2007) required the respondents to pay rent arrears of \$3939.18 and terminated the tenancy agreement on April 6, 2007 unless the rent arrears were paid in full. That order was satisfied.

The applicant provided a copy of the tenancy ledger in evidence which indicated a balance owing in the amount of \$10, 954.37. Of that amount, \$249.19 was for extra deliveries of water to the rental premises. The full unsubsidized rent has been charged for the months of March, May, June, July and October, 2007. The applicant stated that the rent subsidies had not been received for those months.

The respondent did not dispute the extra water charges but testified that income information had been provided to the Income Security Officer to enable the rent and rent subsidy to be calculated for the months the full unsubsidized rent was applied.

It is not possible to determine from the evidence if the application of the full unsubsidized rent is justified or what the rent for those months should be. The evidence suggests that some income information was provided by the respondent. It is not clear why the Income Security Officer declined to assess the rent or forward the subsidies to the applicant. The applicant was unable to address that matter directly as the responsibility for the assessment of the rent and subsidy does not lie with the landlord.

Without detail from the Income Security Officer about why the full unsubsidized rent was applied for the months of March, May, June, July and October, 2007, I am unable to determine if it was reasonable to do so. Nor am I able to determine what the rent should be for those months.

Ignoring those months, I find rent arrears of \$650.18, calculated as follows:

Balance as per previous order	\$3939.18
April/07 rent	1130.00
August/07 rent	1582.00
September/07 rent	1399.00
Adjustments to Jan. and Feb.07 rents	120.00
Payments received	<u>(7520.00)</u>
Balance owing	\$650.18

I find the respondents in breach of their obligation to pay rent and their obligation to pay for additional water deliveries. I find the rent arrears to be \$650.18 and the water costs paid on behalf of the respondents to be \$249.19.

Judging from the rent assessments which have been completed, it is likely that the respondents

owe considerably more rent than \$650.18. It may be the case that the full unsubsidized rent is reasonable for some or all of the months in question, or perhaps it is not. The obligation to produce the evidence to determine what additional rent is reasonable lies with the applicant even though the evidence resides with the Income Security Officer.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the known rent arrears and the water costs are paid in full. An order shall issue requiring the respondents to pay rent arrears in the amount of \$650.18 and water costs in the amount of \$249.19 and terminating the tenancy agreement on December 31, 2007 unless those amounts are paid in full.

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Hal Logsdon  
Rental Officer