

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **JOHNNY APPLES AND DOREEN APPLES**, 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 **BEHCHOKO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

JOHNNY APPLES AND DOREEN APPLES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for the use and occupancy of the rental premises after the tenancy agreement was terminated in the amount of nineteen thousand one hundred forty seven dollars and fifty three cents (\$19,147.53).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

JOHNNY APPLES AND DOREEN APPLES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 21, 2008

Place of the Hearing: Behchoko, NT

Appearances at Hearing: John St. Louis, representing the applicant
Mike Keohane, representing the applicant
Rose Dryneck, representing the applicant
Doreen Apples, respondent
Rose Lamouelle, representing the respondent

Date of Decision: March 6, 2008

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 \$64,988. The full unsubsidized rent had been assessed for the months of May and August, 2006 and for every month from November, 2006 to present. The applicant stated that they had not received the subsidy and assumed the respondents had failed to report the household income. An affidavit, sworn by the Income Support Officer and dated November 16, 2007 states that the respondents “have not applied for the Public Housing Rental Subsidy Program with the Dept. Of Education, Culture and Employment.”

The respondent testified that she had provided all the required income information to the Income Security Officer but had been informed that they would not provide any subsidy until a current tenancy agreement was provided to them. The respondent also noted that the Board of Directors authorized her to paint the premises and build closets and agreed to provide a rent credit for the costs. The respondent was advised to submit her invoice to the Housing Authority and of her right to file an application to a rental officer for determination of the matter if the invoice was not paid.

A former tenancy agreement between the parties was terminated by order of a rental officer on March 31, 2004. The applicant obtained an order from the Supreme Court evicting the respondents on June 26, 2004 and awarding compensation for use and occupation of the rental premises to that date.

The applicant failed to enforce the eviction order and entered into a new tenancy agreement with the respondents for the same premises commencing December 1, 2004 for a term ending on March 1, 2005. The parties entered into another tenancy agreement for the same premises commencing on May 1, 2005 and running until August, 2005 (no specific date in August was named). A third tenancy agreement for the same premises was formed by the parties for a term commencing on April 1, 2006 and ending September 30, 2006. There is no evidence of any written tenancy agreement after that date.

The applicant stated that an arrangement was made with the respondents whereby a new tenancy agreement would be made provided the respondents paid their rent according to some schedule. The details of that arrangement were unknown and no document outlining the terms of the arrangement were provided by the applicant. The applicant stated that they did not wish to enter into another tenancy agreement due to the rent arrears.

The current application seeks relief pertaining to a former tenancy agreement which has already been determined by order of a rental officer and by the Court. The applicant was granted relief. I need not revisit that agreement. I shall not consider any rent or compensation for use and

occupation prior to July, 2004. Those matters have been determined and the applicant has their relief.

This tenancy agreement expired on September 30, 2006. I find no evidence that the parties have entered into another tenancy agreement. Therefore the rent ceased to accrue when the tenancy agreement expired but after September 30, 2006 the applicant is entitled to compensation for the use and occupation of the premises at the unsubsidized rate. Therefore the issue of whether the respondents did or did not report income after October 1, 2006 is irrelevant.

The rent assessed from July 1, 2004 to September 30, 2006 was \$29,567 and the respondents have paid a total of \$38,436.47 in rent since July 1, 2004. Therefore, there are no rent arrears owing. Calculating the compensation for use and occupation from October 1, 2006 to present, I find \$28,017 owing. Applying the remainder of payments to that amount I find compensation owing to the applicant of \$19,147.53.

There is no requirement for an order to terminate this tenancy agreement as it has already been terminated. An order shall issue requiring the respondents to pay the applicant compensation for use and occupation of the rental premises in the amount of \$19,147.53. The applicant is entitled to continue charging \$1746/month or \$57.40/day until the respondents vacate the premises or until the landlord is put in possession through an eviction order.

Hal Logsdon
Rental Officer