

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SONYA (CAYEN) FRIESE AND MARCEL FRIESE**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

SONYA (CAYEN) FRIESE AND MARCEL FRIESE

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 three thousand nine hundred fifty two dollars and eighty cents (\$3952.80).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 36 Stewart Drive, Hay River, NT shall be terminated on March 31, 2008 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SONYA (CAYEN) FRIESE AND MARCEL FRIESE**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SONYA (CAYEN) FRIESE AND MARCEL FRIESE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 13, 2008

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Willa-Jean Conroy, representing the applicant

Date of Decision: March 14, 2008

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$5728.80. The full unsubsidized rent had been applied for the months of November and December, 2007 and January, February and March, 2008. Housing Subsidy Reports provided by the applicant in evidence indicate that the rent was based on the income reported for November and December, 2007 and for January, 2008. A statement by the Client Services Officer, dated March 13, 2008 stated that the respondents had not filed any income information for Marcel in order to determine accurate rents or subsidies for February and March, 2008. The applicant had applied the full unsubsidized rent for those months.

Two previous orders (file #10-8760, filed on January 4, 2006 and file #10-9428, filed on March 7, 2007) have been issued regarding rent arrears. Both orders terminated the tenancy agreement

unless the rent arrears were paid on a certain date. The applicant stated that both orders were satisfied.

The income information which was provided by Sonya was made available to the rental officer as well as the rent amounts calculated solely on Sonya's reported income. The resultant rents are \$390 for February, 2008 and \$392 for March, 2008. In my opinion, the rents for February and March, 2008 should be based on the reported income even though it is incomplete. This is consistent with the Supreme Court decision in *Inuvik Housing Authority vs. Koe et al.* (1991), 85 D.L.R.(4th) 548.

Using the adjusted rents for February and March, 2008 I find rent arrears in the amount of \$3952.80 calculated as follows:

Balance as per statement	\$5728.80
Reversal of February and March rent	(2558.00)
Adjusted February, 2008 rent	390.00
Adjusted March, 2008	<u>392.00</u>
Rent arrears	\$3952.80

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3952.80. I also find the respondents in breach of their obligation to report the household income in accordance with article 6 of the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondents entered into a payment agreement in October, 2007 to pay the arrears in a scheduled manner but

defaulted on that agreement. Numerous notices have been sent to the respondents advising them of the arrears and demanding payment. Two previous orders regarding rent have been issued. I note that the respondents also failed to appear at the previous hearings to offer any defence or suggest an arrangement for repayment of the arrears.

It is not reasonable to expect a landlord to have to continually take legal action in order to collect the rent or force the tenants to comply with their obligations. The premises are subsidized public housing and the method of determining rent ensures that an affordable rent is charged each month. The respondents appear to have reasonable incomes and I find no reason why the rent can not be paid and the income reported in accordance with the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3952.80 and terminating the tenancy agreement on March 31, 2008.

Hal Logsdon
Rental Officer