

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **WILLIAM NERYSOO AND EDNA NERYSOO**, 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 -

WILLIAM NERYSOO AND EDNA NERYSOO

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 hundred twenty dollars (\$320.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 0125 Harriet Stewart Avenue, Fort McPherson, NT shall be terminated on April 30, 2009 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for April, 2009 in the total amount of three hundred fifty two dollars (\$352.00) are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of March, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

WILLIAM NERYSOO AND EDNA NERYSOO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 25, 2009

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: March 25, 2009

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 and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$288. The applicant stated that the March, 2009 rent of \$32 had not been posted to the ledger yet, bringing the balance of rent owing to \$320. The applicant also stated that the April, 2009 rent would most likely be \$32. The ledger indicates that no payments have been made since November, 2008.

The respondents are senior citizens and, as such, their income is not included in the determination of the rent. The rent is calculated based on the income of other household members. Nevertheless, the respondents are responsible for the payment of the rent as they are the legal tenants.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$320. Although not a large amount, the arrears represent 10 months of unpaid rent. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$320 and terminating the tenancy agreement on April 30, 2009 unless the rent arrears and the April, 2009 rent in the total amount of \$352 are paid in full. I calculate that amount as follows:

Balance as per ledger	\$288
March/09 rent	32
April/09 rent (minimum)	<u>32</u>
Total	\$352

Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer