

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **KELVIN KOE AND ROBERTA KOE**, 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 -

KELVIN KOE AND ROBERTA KOE

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 seventy six dollars (\$3076.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant call-out charges in the amount of one hundred forty dollars (\$140.00).
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 0085 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on April 9, 2009 and the respondents shall

vacate the premises on that date, unless rent arrears and call-out charges in the total amount of three thousand two hundred sixteen dollars (\$3216.00) are paid in full.

4. 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 25th day of February, 2009.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

KELVIN KOE AND ROBERTA KOE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 23, 2009

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Kelvin Koe, respondent

Date of Decision: February 23, 2009

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay call-out charges to unlock the door to their premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and call-out charges and terminating the tenancy agreement unless those amounts were paid. 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 \$3216. Included in this amount were four call-out charges of \$35 to open the door to the premises after the respondents had locked themselves out.

The respondent did not dispute the allegations.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and their obligation to pay for the call-out charges. I find the rent arrears to be \$3076 and the call-out charges to be \$140. In my opinion there are sufficient grounds to terminate the tenancy agreement unless these amounts are paid.

I note that the monthly rents for June, 2008 to January, 2009 were all re-assessed on January 16, 2009, resulting in a significant increase in arrears. It appears that only one of the two incomes in the household had been reported, resulting in assessed rents which were considerably lower than

they should have been. Although the respondents were undoubtedly aware of their obligation to report all of the household income, the adjustment of seven months rent has resulted in over \$2700 in adjustments. For that reason, I believe the respondents should be given a reasonable amount of time to pay the arrears.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3076 and call-out charges of \$140. The tenancy agreement shall be terminated on April 9, 2009 unless these amounts are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer