

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **CHRIS RUBEN AND DONNA RUBEN**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

CHRIS RUBEN AND DONNA RUBEN

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 twenty five thousand six hundred seventy five dollars (\$25,675.00).
2. 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 Unit #32, Paulatuk, NT shall be terminated on April 15, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of twenty five thousand six hundred seventy five dollars (\$25,675.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of March, 2011.

Hal Logsdon
Rental Officer

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. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$34,099. The applicant stated that the full unsubsidized rent had been applied in January and February, 2011 because the income information provided by the respondents was incomplete. The applicant stated that the remaining rent assessments had all been adjusted to the reported household income.

The respondents did not dispute the allegations.

My review of the tenant ledger indicates that the full unsubsidized rent of \$2808 was also applied in July, 2010 and has not been adjusted on the ledger. This rent is inconsistent with the applicant's testimony that all rents except January and February, 2011 have been adjusted to reported income. It is unlikely, given past rent assessments, that this amount is based on the household income. Having no income information available at the hearing, I am unable to determine the rent owing July, 2010.

The application of the full unsubsidized rent is not reasonable when a tenant has reported income information that is deemed inaccurate or incomplete (refer to *Inuvik Housing Authority and Gary*

Harley, 1993 CanLII 2856 (NWTSC) - 1993-12-03). The applicant was unable to provide the income information reported or say what the rent would have been if calculated on these figures.

Therefore I am unable to determine the rents for January and February, 2011.

Ignoring the assessments for July, 2010 and January and February, 2011 I find rent arrears of \$25,675 calculated as follows:

Balance as per ledger	\$34,099
Less July/10 rent	(2,808)
Less January/11 rent	(2,808)
Less February/11 rent	<u>(2,808)</u>
Balance owing applicant	\$25,675

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$25,675. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. Prior to January, 2011 when the respondents paid \$450, no rent had been paid whatsoever for 15 months. No rent has been paid for February or March, 2011. Despite numerous notices regarding rent, the respondents have ignored their obligation to pay.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$25,675 and terminating the tenancy agreement in April 15, 2011 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer