

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **IRENE RUBEN**, Respondent;

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 -

IRENE RUBEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant rent arrears in the amount of fifty three thousand one hundred three dollars and ten cents (\$53,103.10).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #2, Paulatuk, NT shall be terminated on April 15, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **IRENE RUBEN**, Respondent.

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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

IRENE RUBEN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 18, 2011
<u>Place of the Hearing:</u>	Paulatuk, NT via teleconference
<u>Appearances at Hearing:</u>	Keith Dowling, representing the applicant Irene Ruben, respondent
<u>Date of Decision:</u>	April 3, 2011

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$83,808.10. The applicant testified that the full unsubsidized rent had been applied in December, 2010 and in January and February, 2011 because the income information provided by the respondent was incomplete. The applicant stated that the remainder of the assessed rents were based on the reported income and all rents prior to December, 2010 had been adjusted from the previously posted unsubsidized amounts.

The applicant stated that the payments received of \$200 were due to a payroll deduction authorized by the respondent but that the amounts deducted were insufficient to pay for the monthly assessed rent. The applicant stated that the problem had been outlined to the respondent but the deductions had not been adjusted.

The respondent disputed the allegations. She stated that she believed that not all of the unsubsidized rents assessed prior to December, 2010 had been adjusted although she was unable to identify which months remained unadjusted. She stated that she was unaware of the arrears or that her payroll deductions were insufficient to meet her obligations to pay rent.

My review of the ledger indicates that the following unsubsidized rents have not been adjusted to the household income:

February/07	\$3,218
March/07	3,218
June/07	3,725
January/10	3,424
February/10	3,424
March/10	3,424
December/10	3,424
January/11	3,424
February/11	<u>3,424</u>
Total	\$30,705

The rents for December, 2010 and January and February, 2011 should have been set based on the income reported. The full unsubsidized rent is not reasonable. There is no evidence to support the application of the full unsubsidized rent for the remaining months. Based on other rent assessments, it is clear that the rents assessed for these months is not based on income. There was no income information available at the hearing to enable me to determine the appropriate rents for these months.

Ignoring the above noted months, I find the rent arrears to be \$53,103.10 calculated as follows:

Balance as per ledger	\$83,808.10
Less unsubsidized rents	<u>(30,705.00)</u>
Total	\$53,103.10

In my opinion there are sufficient grounds to terminate the tenancy agreement. Although the respondent stated that she was unaware of the arrears, there have been numerous notices

reminding her of the overdue rent and the inadequacy of the payroll deductions. The respondent acknowledged the notices but stated that she didn't pay much attention to them.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$53,103.10 and terminating the tenancy agreement on April 15, 2011.

Hal Logsdon
Rental Officer