

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **RICHARD RUBEN AND ANGELA 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 -

RICHARD RUBEN AND ANGELA 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 thirty five thousand six hundred thirty one dollars (\$35,631.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #28, Paulatuk, NT shall be terminated on April 15, 2011.

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 **RICHARD RUBEN AND ANGELA RUBEN**, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

RICHARD RUBEN AND ANGELA RUBEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 18, 2011

Place of the Hearing: Paulatuk, NT via teleconference

Appearances at Hearing: Keith Dowling, representing the applicant
Richard Ruben, respondent
Angela Ruben, respondent

Date of Decision: April 4, 2011

REASONS FOR DECISION

The applicant alleged that the respondents 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 stated that the respondents were transferred from unit #30 to unit #01 and again to unit #28 where the respondents currently reside. The parties to all three tenancy agreements are the same. The applicant provided three sets of tenant ledger cards in evidence with the following balances:

Unit #30	\$32,872
Unit #01	\$55,423
Unit #28	\$3,839

The applicant sought relief of \$92,134, the sum of the three balances.

The respondents stated that the Tenant Relations Officer was reviewing the assessments and had found several months when income was reported but the rent had not been adjusted to the reported income. The respondents stated that the matter was still being reviewed by the Tenant Relations Officer. The respondents were unable to point out the months where the rent had not been properly assessed. The applicant stated that to the best of his knowledge, all of the rent assessments had been adjusted to the reported household income.

All of the rents assessed for unit #28 have been adjusted to the household income. I find that

ledger in order and find rent arrears for that unit to be \$3839. I note that only one payment of rent of \$300 has been made for this unit since the respondents took possession in September, 2010.

My review of the ledger for unit #01 indicates that the full unsubsidized rent of \$3424 has been applied in December, 2009 and January, February, March, April and May, 2010. Given the other rent assessments, it is unlikely that these rents are based on the household income. There was no income information available at the hearing to enable the calculation of a correct rent for those months. The assessment of the full unsubsidized rent for these months is not reasonable. Ignoring those months I find the rent arrears for unit #01 to be \$10,314 calculated as follows:

Rent assessed	\$33,450
Payments	(2,592)
Less unsubsidized rent	
6 months x \$3424	<u>(20,544)</u>
Total	\$10,314

My review of the ledger for unit #30 indicates that there was a balance brought forward of \$3278 in April, 2006. There is no evidence as to how these amounts accrued. The October, 2007 rent appears to have been adjusted to \$887 but the full unsubsidized rent, assessed previously, has not been reversed. Taking these adjustment into account, I find the rent arrears of \$21,478 calculated as follows:

Balance as per ledger Sept. 31/08	\$36,760
Less adjustments made after Sept. 31/08	(9,415)
Less balance brought forward	(3,278)
Less October/07 unsubsidized rent	<u>(2,589)</u>
Total	\$21,478

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$35,631 calculated as follows:

Arrears - unit #28	3,839
Arrears - unit #01	10,314
Arrears - unit #30	<u>21,478</u>
Total	\$35,631

In my opinion there are sufficient grounds to terminate the tenancy agreement. The respondents have failed to pay the rent for many months. The applicant has sent numerous notices to the respondents regarding the payment of rent with little effect.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$35,631 and terminating the tenancy agreement on April 15, 2011.

Hal Logsdon
Rental Officer