

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **LAWRENCE RUBEN AND DIANE 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 -

LAWRENCE RUBEN AND DIANE 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 forty five thousand nine hundred thirty eight dollars and thirty eight cents (\$45,938.38).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 50, Paulatuk, NT shall be terminated on August 9, 2011 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **LAWRENCE RUBEN AND DIANE 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-

LAWRENCE RUBEN AND DIANE RUBEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 28, 2011

Place of the Hearing: Paulatuk, NT via teleconference

Appearances at Hearing: Keith Dowling , representing the applicant
Lawrence Ruben, respondent
Diane Ruben, respondent

Date of Decision: July 8, 2011

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 and evicting the respondents. 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 \$48,546.38. The full unsubsidized rent of \$2808 has been charged for the month of June, 2011. The applicant stated that the respondents had reported income to permit a subsidized rent to be calculated and that the rent and that the June, 2011 should be \$200, bringing the adjusted balance to \$45,938.38. The applicant testified that the remainder of the rent assessed was all based on the household income of the respondents.

The respondents disputed the balance owing stating that they believed that some unsubsidized rent had not been adjusted to income. They were unable to identify what months they believed to be in error.

I have examined the ledger and can find no month, except June, 2011 where the full unsubsidized rent has not been subsequently adjusted to the household income. I find the rent arrears to be \$45,938.38. In my opinion, there are sufficient grounds to terminate this tenancy agreement. The respondents have paid no rent whatsoever since January, 2011 and what rent is paid is rarely sufficient to meet the full monthly assessed rent.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$45,938.38 and terminating the tenancy agreement on August 9, 2011. An eviction order to be effective on August 10, 2011 shall issue separately.

Hal Logsdon
Rental Officer