

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
PETER SILASTIAK AND SUSIE SILASTIAK, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

PETER SILASTIAK AND SUSIE SILASTIAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (file #20-9589, filed on July 27, 2007) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of seven thousand three hundred forty six dollars (\$7346.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0058, Tulita, NT shall be terminated on November 21, 2008 and the respondents shall vacate the premises on that

date, unless the rent arrears in the amount of seven thousand three hundred forty six dollars (\$7346.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of October, 2008.

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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

PETER SILASTIAK AND SUSIE SILASTIAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 28, 2008**

Place of the Hearing: **Tulita, NT via teleconference**

Appearances at Hearing: **Helen Squirrel, representing the applicant**
 Lee-Ann Yakeleya, witness for the applicant
 Susie Silastiak, respondent

Date of Decision: **October 29, 2008**

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 a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$22,650. The full unsubsidized rent has been assessed for the months of February, March, April, May, June, July, August and September, 2008. The applicant's witness, the subsidy agent, testified that the full unsubsidized rent had been assessed for those months because the respondents had failed to provide certain forms required by the policy guidelines of the *Public Housing Rental Subsidy Program*. The applicant's witness testified that the household income had been reported by the respondents.

The respondent stated that she had provided the household income information.

Article 6 of the tenancy agreement obligates the tenant to provide household income information.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

Article 6 does not specify the form of the required report or any additional documents that must be completed by the tenant. In my opinion, the tenant can not be found in breach of Article 6

because they have failed to fill out a document required by the *Public Housing Rental Subsidy Program* that is not referenced, even in a general way, in the tenancy agreement. Article 6 requires only that the report provided by the tenant be accurate and contain the incomes of the tenant and occupants, the size of the tenant's family and the number of persons residing on the premises. There is no evidence to suggest that the information that has been provided by the respondents is inaccurate or incomplete or would preclude the calculation of a rent based on that income.

I find the application of the full unsubsidized rent for the months of February, March, April, May, June, July, August and September, 2008 to be unreasonable but I am unable to determine what the rents for those months should be. Ignoring those months, I find rent arrears in the amount of \$7346, calculated as follows:

Balance as at January 31, 2008	\$11,228
Payments made since January 31, 2008	<u>(3882)</u>
Balance	\$7346

A previous order (file #20-9589, filed on July 27, 2007) required the respondents to pay rent arrears of \$9203 in monthly installments of \$500 and to pay the monthly rent on time. The respondents have breached this order by failing to pay the full amount of rent every month and by failing to make the full payment of arrears every month.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue rescinding the previous order and requiring the

respondents to pay rent arrears of \$7346 in lump sum. The tenancy agreement shall be terminated on November 21, 2008 by order unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer