

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and  
**NOEL GREEN AND JUDY GREEN**, 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 **PAULATUK, NT**.

BETWEEN:

**PAULATUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**NOEL GREEN AND JUDY GREEN**

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 four thousand four hundred thirty one dollars and thirty nine cents (\$34,431.39).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0031, Paulatuk, NT shall be terminated on August 31, 2009 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August,  
2009.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and  
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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**PAULATUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**NOEL GREEN AND JUDY GREEN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **July 30, 2009**

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

**Appearances at Hearing:**                      **Keith Dowling, representing the applicant**  
   **Eileen Ruben, representing the applicant**  
   **Phoebe Ruben, witness for the applicant**  
   **Noel Green, respondent**  
   **Judy Green, respondent**  
   **Peter Green, representing the respondents**

**Date of Decision:**                              **August 6, 2009**

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$48,023.39. The full unsubsidized rent has been applied in February, March, May, June and July, 2009. The ledger indicates that only one payment of \$620 has been received since November, 2008.

The applicant stated that the Association had contacted the respondents on numerous occasions in writing and by telephone to remind them to pay the rent. The applicant stated that the respondents had on two occasions agreed in writing to pay the arrears in scheduled monthly payments but had breached both of the agreements.

The respondents did not dispute the allegations.

The applicant's witness, the subsidy agent, testified that the respondents had provided all of the necessary income information but she had not had the time to recalculate the rents for February, March, May, June and July, 2009. There was no information available at the hearing to enable me to determine the proper rents for those months.

I find the respondents in breach of their obligation to pay rent. Ignoring the rents for February, March, May, June and July, 2009 I find rent arrears of \$34,431.39, calculated as follows:

Balance as per ledger	\$48,023.39
Less February/09 rent	(2,584.00)
Less March/09 rent	(2,584.00)
Less May/09 rent	(2,808.00)
Less June/09 rent	(2,808.00)
Less July/09 rent	<u>(2,808.00)</u>
Total	\$34,431.39

In my opinion, there are sufficient grounds to terminate this tenancy agreement. The respondents have shown little or no interest in paying rent and the accumulated arrears represent many months of unpaid rent. The landlord has taken every effort over the past few months to collect rent without much success. Despite promises to pay the arrears in an orderly manner, the respondents have failed to honour these agreements. There do not appear to be any remedies other than termination of the tenancy agreement to ensure the landlord does not suffer further loss.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$34,431.39 and terminating the tenancy agreement on August 31, 2009.

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Hal Logsdon  
Rental Officer