

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
MARCUS RUBEN JR. AND AGNES 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,
regarding the rental premises at **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

MARCUS RUBEN JR. AND AGNES 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 fifty thousand five hundred eighty three dollars and fifty two cents (\$50,583.52).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0032, 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 4th day of August,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

MARCUS RUBEN JR. AND AGNES RUBEN

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

Date of Decision: August 4, 2009

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 \$87,698.10. The full unsubsidized rent has been applied in each month since January, 2008. The ledger indicates that only one payment of \$32 has been received since April, 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, renew their tenancy agreement and to report their income. As well the subsidy agent has written the respondents reminding them of their obligation to report the household income. None of the notices or communication has resulted in any rent payments.

The applicant's witness, the subsidy agent, testified that the respondents have provided her with

some income information since January, 2008 but she has deemed it incomplete and applied the full unsubsidized rent.

In *Inuvik Housing Authority vs Stewart and Kendi* (file #20-1631, filed on January 11, 1993) the landlord had applied the full unsubsidized rent alleging that the income information provided by the tenants was inaccurate. The rental officer reassessed the rents based on the income information provided even though allegedly inaccurate. In *Inuvik Housing Authority vs Gary Harley* [1994] N.W.T.R. 131, the Court stated that the Stewart and Kendi decision was consistent with the previous ruling of the Court in *Inuvik Housing Authority vs Koe* [1992] N.W.T.R. 9 (S.C.). Therefore I do not find the application of the full unsubsidized rent from February, 2008 to present to be reasonable since it appears from the testimony of the subsidy agent that she had some income information from the tenants. The applicant's witness could not provide any information on the income reported and I am therefore unable to determine what rent assessment would be appropriate since January 2008. The balance on the ledger as at January 31, 2008 is \$50,583.52.

The evidence suggests that the respondents have little or no intention of paying any rent. Despite numerous notices and verbal communications, they continue to ignore their obligation to pay rent. In my opinion, the only reasonable remedy to prevent the landlord from suffering further loss is the termination of the tenancy agreement.

I find the respondents in breach of their obligation to pay rent. I am only able to determine rent arrears to January 31, 2008 which I find to be \$50,583.52. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$50,583.52 and terminating the tenancy agreement on August 31, 2009.

Hal Logsdon
Rental Officer