

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JONAS TAKAZO AND BETTY TAKAZO AND CLIFFORD TAKAZO,
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 **DELINE, NT** .

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JONAS TAKAZO AND BETTY TAKAZO AND CLIFFORD TAKAZO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents Jonas Takazo and Betty Takazo shall pay the applicant rent arrears in the amount of nineteen thousand eight hundred thirty four dollars and seventy six cents (\$19,834.76). The rent arrears shall be paid in monthly installments of no less than one hundred dollars (\$100.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2010.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents Jonas

Takazo and Betty Takazo shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of
December, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JONAS TAKAZO AND BETTY TAKAZO AND CLIFFORD TAKAZO,
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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JONAS TAKAZO AND BETTY TAKAZO AND CLIFFORD TAKAZO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 25, 2009

Place of the Hearing: Deline, NT

Appearances at Hearing: Phebie Kenny, representing the applicant
Jonas Takazo, respondent
Betty Takazo, respondent

Date of Decision: December 11, 2009

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 applicant provided two tenant ledgers in evidence. One indicated a balance of \$24,481 which the applicant stated was owed by Jonas and Betty Takazo and the other indicated a balance of \$8999 which the applicant stated was owed by Clifford Takazo. Both ledgers indicated the same rental premises, unit #66.

Jonas and Betty Takazo stated that they believed some of the rent assessments done by the subsidy agent were incorrect. They stated that they believed the income of persons who did not occupy the premises had been included in the household income for rent assessment purposes.

Article 6 of the tenancy agreement between the parties obligates the tenant to report the household income to the subsidy agent.

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. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

A review of the assessment documents completed by the subsidy agent and produced in evidence by the applicant indicates the income of the household members and the amounts used for the

assessment of rent. I assume the income figures were reported by the tenants as required by Article 6 the tenancy agreement. If a person no longer lives in the premises, the onus is on the tenant to indicate that to the subsidy agent who will be obligated to adjust the rent assessment, if necessary. I leave it to the respondents to correct any errors in the reported household income.

The applicant provided ten tenancy agreements in evidence, all of which named one or more of the respondents. All were periodic month-to-month agreements.

Commencement Date	Unit	Tenants
April 1/2009	#66	Jonas and Betty Takazo
April 1/2008	#66	Jonas and Betty Takazo
April 1/2007	#66	Jonas and Betty Takazo
April 1/2006	#66	Jonas and Betty Takazo
October 24/2002	#66	Jonas and Betty Takazo
January 29/1999	#66	Jonas and Betty and Clifford Takazo and one other
May 1/1997	#66	Jonas and Betty and Clifford Takazo and three others
June 14/1995	#35	Jonas and Betty and Clifford Takazo and three others
March, 1990	#50	Jonas and Betty Takazo
No date (unsigned)	#50	Jonas Takazo

The same joint tenants (Jonas and Betty Takazo) have occupied the same premises since October 24, 2002. It is unclear why the parties have elected to sign a new agreement every year since the form of the agreement does not appear to have significantly changed since April, 2006.

Essentially, the tenancy between the applicant and Jonas and Betty Takazo as joint tenants has been continuous since October 24, 2002. Prior to that date, the parties to the agreement were different. The October 24, 2002 agreement is not a continuation of the tenancy that commenced

on January 29, 1999. It replaced and therefore terminated the tenancy agreement that preceded it.

Section 68(1) of the *Residential Tenancies Act* sets a time limitation on the filing of applications.

68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Section 68(3) permits a rental officer to extend the time limitation.

68.(3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.

The arrears the applicant wishes to attribute to Clifford Takazo accrued over seven years ago.

Clifford Takazo has not been a tenant since October, 2002. In my opinion, the latitude given the rental officer to extend the time limit imposed by section 68(1) was intended to be used sparingly. I do not find any compelling reason why the applicant could not have made an application much sooner seeking relief of this now very old debt.

Similarly, some of the rent arrears the applicant seeks from Jonas and Betty Takazo accrued in former tenancies which ended more than six months prior to the date of application. I find no reason why the applicant could not have made applications for these old arrears within six months after those tenancy agreements ended.

Therefore, I shall only consider the arrears of the current tenancy of Jonas and Betty Takazo which commenced on October 24, 2002. I find those arrears to be \$19,834.76, calculated as

follows:

Period	Assessments	Payments
Nov/02 to March/03	\$160.00	\$160.00
April/03 to March/04	\$634.00	\$282.00
April/04 to March/05	\$384.00	\$358.00
April/05 to March/06	\$384.00	\$334.00
April/06 to March/07	\$452.00	\$504.24
April/07 to March/08	\$4474.00	\$140.00
April/08 to March/09	\$6551.00	\$750.00
April/09 to Nov/09	\$11,724.00	\$2400.00
Totals	\$24,763.00	\$4928.24

Total Assessments	\$24, 763.00
Total Payments	<u>(4,928.24)</u>
Rent arrears	\$19,834.76

The respondents stated that they could pay the monthly assessed rent plus an additional \$100/month until the rent arrears were paid in full. The applicant accepted the proposal and withdrew the request for termination of the tenancy agreement.

I find the respondents Jonas and Betty Takazo in breach of their obligation to pay rent and find rent arrears related to the current tenancy to be \$19,834.76. An order shall issue requiring the respondents to pay the current rent arrears in monthly installments of at least \$100, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due

on January 31, 2010. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer