

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JOANNE BLAKE AND LESLIE SNOWSHOE**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

JOANNE BLAKE AND LESLIE SNOWSHOE

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 two thousand eight hundred twelve dollars and ninety nine cents (\$2812.99).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of forty dollars and one cent (\$40.01).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as 0026 William George

Vittrekwa Street, Fort McPherson, NT shall be terminated on January 31, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of two thousand eight hundred fifty three dollars (\$2853.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of December, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOANNE BLAKE AND LESLIE SNOWSHOE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 18, 2009

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Shirley Wilson, representing the applicant
Joanne Blake, respondent

Date of Decision: December 18, 2009

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were promptly paid. 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 \$2812.99 and a balance of repair costs owing in the amount of \$40.01.

The applicant also provided a copy of the work order for the repairs which indicated that repairs had been made to a broken lock.

The applicant stated that the respondents had entered into an agreement whereby they would pay the monthly rent plus an additional \$100/month until the rent arrears were paid in full. The applicant stated that the respondents had breached that agreement.

The respondent did not dispute the allegations but stated that she could not afford to pay the rent and could not suggest how the arrears might be paid.

I note from the ledger that the rent for August, 2009 was \$1687, the rent for September, 2009 was \$1245 and the rent for November, 2009 was \$1281. These rent assessments do not represent

a household with no income. I do not consider a defence from a public housing tenant that they can not afford to pay the rent to be credible. The rent scale for subsidized public housing is designed to ensure that rent is always affordable so that families will always be financially capable of paying their rent. The respondents were given an opportunity by the landlord to pay their arrears in installments but have failed to follow their agreement.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to repair damages. I find the rent arrears to be \$2812.99 and the repair costs of \$40.01 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2812.99 and repair costs of \$40.01 and terminating the tenancy agreement on January 31, 2010 unless those amounts are paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer