

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

**SUSIE SILASTIAK AND PETER SILASTIAK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the previous order (file #20-10420, filed on October 30, 2008) is rescinded and the respondents ordered to pay the applicant rent arrears in the amount of thirty four thousand three hundred thirty four dollars (\$34,334.00). The respondents shall pay the arrears in monthly installments of no less than twenty dollars (\$20.00) 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 shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2010.

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Hal Logsdon  
Rental Officer

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-and-

**SUSIE SILASTIAK AND PETER SILASTIAK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2010

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

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** January 21, 2010

### **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 and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. 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 \$34,334. All of the assessed rent is based on the tenants' household income.

A previous order (file #20-10420, filed on October 30, 2008) ordered the respondents to pay rent arrears and terminated the tenancy agreement on November 21, 2008 unless the arrears were paid in full. The respondents failed to pay the arrears or vacate the premises but the applicant, nevertheless, renewed the tenancy agreement and has continued to do so.

On January 7, 2010 the applicant and respondents entered into a written agreement to pay rent arrears. The pro-forma agreement is not completed correctly and contains some missing information but the intent of the agreement from the applicant's testimony appears to be that the

tenants agreed to pay \$846/month. Based on recent rent assessments this amount would include the monthly assessed rent plus an additional \$19 dollars to be applied against the arrears. The applicant stated that the first payment was intended to be made in January, 2010. The applicant stated that she expected the respondents to breach the agreement and still wanted an order terminating the tenancy agreement.

Regardless of how ill-conceived the agreement might be from the landlord's perspective or how poorly the agreement was completed, it does not appear fair, in my opinion, to terminate the tenancy before the agreement is breached. Although under such an agreement, it would take over 150 years to retire the rent arrears, it is nevertheless what the applicant agreed to and, to date, the respondents have not breached the agreement.

I find the ledger in order and find rent arrears in the amount of \$34,334. In my opinion, an order requiring the respondents to pay the monthly rent on time and to pay an additional \$20 on the last day of every month closely resembles the agreement made between the parties on January 7, 2010. An order shall issue rescinding the previous order and requiring the respondents to pay the monthly rent on time and pay the rent arrears in monthly payments of \$20 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.

Should the respondents fail to pay the monthly rent on time or pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any balance

and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer