

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and  
**PETER ADZIN AND ROSA GON**, 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 **BEHCHOKO, NT**.

BETWEEN:

**RAE EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**PETER ADZIN AND ROSA GON**

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 four thousand five hundred sixty six dollars and seventy four cents (\$4566.74). The respondents shall pay the rent arrears in monthly installments of fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2010.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly assessed rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of July,  
2010.

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Hal Logsdon  
Rental Officer

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

BETWEEN:

**RAE EDZO HOUSING AUTHORITY**

Applicant/Landlord

-and-

**PETER ADZIN AND ROSA GON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 16, 2010

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

**Appearances at Hearing:** Rose Dryneck, representing the applicant  
Peter Adzin, respondent  
Rosa Gon, respondent  
Rose Lamouelle, representing the respondents

**Date of Decision:** July 30, 2010

### **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 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 \$18,769.96.

The respondent's representative questioned whether all of the rent arrears were the responsibility of the respondents. She noted that the ledger cards appeared to indicate that some of the arrears may have accumulated before the respondents were the tenants. She asked when Mr. Adzin and Ms Gon became tenants.

The applicant provided eleven tenancy agreements in evidence covering terms from April 1, 1995 to March 31, 2011. The earliest of these agreements was a month-to-month agreement between the applicant and Rosa Yakkiena as sole tenant which commenced on April 1, 1995. That agreement lists Peter Adzin as the tenant's son and an occupant only. There is no mention of Ms Gon.

The applicant stated that Rosa Yakkiena passed away in May, 2002. One might assume that the respondents entered into a tenancy agreement with the applicant at that time but the evidence

does not clearly establish that assumption as a fact. The only other written agreement provided in evidence commenced on November 1, 2004 which was made between the applicant and the respondents as joint tenants. It is not certain that Mr Adzin was a tenant before that date and even less clear whether Ms Gon was a tenant before November, 2004. I shall assume that the tenancy agreement between the applicant and respondents commenced on November 1, 2004.

The ledger treats these two separate tenancies as one, carrying over the balance on the Rosa Yakkiena account to the new tenancy agreement with the respondents. The balance on the ledger on November 1, 2004 was \$14,203.22. I shall not consider these arrears as the evidence does not establish that the respondents were joint tenants before that date.

I find the respondents in breach of the tenancy agreement and find the rent arrears to be \$4566.74 calculated as follows:

Rent arrears as per ledger	\$18,769.96
Balance at November 1, 2004	<u>(14,203.22)</u>
Balance owing applicant	\$4,566.74

Although the respondents have paid no rent whatsoever since October, 2008 in my opinion, they should be given the opportunity to pay the arrears over time. The arrears have accumulated over more than six years with little effort on the part of the landlord to enforce their right to collect the rent.

An order shall issue requiring the respondents to pay the rent arrears in monthly installments of

\$50, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2010. The respondents are also ordered to pay the monthly assessed rent on time.

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

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Hal Logsdon  
Rental Officer