

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
NORA SMITH-GON AND DAVID GON, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

NORA SMITH-GON AND DAVID 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 six thousand eight hundred ninety four dollars (\$6894.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 655A, Behchoko, NT shall be terminated on January 15, 2011 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and
NORA SMITH-GON AND DAVID 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.

BETWEEN:

RAE EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

NORA SMITH-GON AND DAVID GON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 18, 2010

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Rose Dryneck, representing the applicant
Nora Smith-Gon respondent
David Gon, respondent

Date of Decision: December 6, 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 between the parties. The applicant also alleged that a previous order had been breached by the respondents. The premises are subsidized public housing.

This tenancy agreement commenced on November 1, 2005. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$59,833.

Included in this amount are rent arrears from a previous tenancy agreement between the applicant and Nora Smith as sole tenant. These arrears can not be considered.

Since November 1, 2005, the full unsubsidized rent has been applied every month. As I noted in a previous order (file #10-10905 filed on August 18, 2009), the testimony of the previous subsidy agent indicated that the respondents have provided some income information for much of this period. The applicant testified that no income information had been supplied since June, 2010 when the task of rent assessment was returned to the landlord.

The respondents did not dispute the rent arrears and stated that they were building a house and had been unable to pay rent. The respondents were unsure of whether they had provided any additional income information to the former subsidy agent as required by the previous order.

I do not find the application of the full unsubsidized rent to be reasonable prior to June, 2010.

The subsidy agent obviously had income information but deemed it in the wrong format, or incomplete or inaccurate. These are not reasons to apply the full unsubsidized rent. I am unable to determine the rent which should have been applied during this period.

The application of the full unsubsidized rent from June, 2010 to present is reasonable since the respondents have not provided any income information to the applicant on which to calculate a subsidized rent. I find that amount to be \$6894 calculated as follows:

$$\text{Rent, June - November, 2010 (6 months x \$1149) = \$6894}$$

I find the respondents in breach of their obligation to pay rent and in breach of the previous order.

The respondents clearly have made no effort to pay any rent or comply with the previous order and report their household income in accordance with the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement. No rent has been paid since April, 2009 and no income information has been provided since at least June, 2010, perhaps longer. Clearly the respondents have little or no intention of meeting their obligations as tenants.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$6894 and terminating the tenancy agreement on January 15, 2011.

Hal Logsdon
Rental Officer