

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
EDWARD KENNY AND CORRINE ANDREW, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

EDWARD KENNY AND CORRINE ANDREW

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 sixteen thousand five hundred ninety nine dollars (\$16,599.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0067, Tulita, NT shall be terminated on March 30, 2011 and the respondents shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the rental premises for each day in

April, 2011 that the respondents remain in possession during that month in the amount of fifty five dollars and sixty seven cents (\$55.67).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
EDWARD KENNY AND CORRINE ANDREW, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

EDWARD KENNY AND CORRINE ANDREW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 22, 2011

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: February 24, 2011

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, terminating the tenancy agreement and evicting the respondents. 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 \$22,239. The full unsubsidized rent has been assessed on numerous occasions. The applicant stated that the full unsubsidized rent had been charged in December, 2010 and January and February, 2011 because the respondents had not provided any household income information on which to calculate the rent. The applicant stated that all other rent assessments had been calculated on the reported household income.

A previous order (file #20-11106, filed on January 22, 2010) required the respondents to pay rent arrears of \$8640. Since that date \$3000 has been paid, leaving an unsatisfied balance of \$5640.

I find the application of the full unsubsidized rent to be reasonable and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$22,239. Taking the unsatisfied

portion of the previous order into consideration, an order requiring the respondents to pay the applicant rent arrears of \$16,599 shall issue. I calculate that amount as follows:

Balance as per ledger	\$22,239
less unsatisfied balance of previous order	<u>(5640)</u>
Amount of order	\$16,599

In my opinion, there are sufficient grounds to terminate this tenancy agreement and evict the respondents if they fail to vacate the premises. The respondents continue to fall deeper in arrears and have made little effort to pay the rent despite having a reasonable household income.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$16,599 and terminating the tenancy agreement on March 30, 2011. Should the respondents fail to vacate the premises they are ordered to pay compensation for use and occupation of \$55.67 for each day in April, 2011 they remain in possession.

Hal Logsdon
Rental Officer