

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

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

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 -

PETER SILASTIAK AND SUSIE SILASTIAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March,
2013.

Hal Logsdon
Rental Officer

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

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

PETER SILASTIAK AND SUSIE SILASTIAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 21, 2013

Place of the Hearing: Tulita, NT via teleconference

Appearances at Hearing: Helen Squirrel, representing the applicant
Susie Silastiak, respondent

Date of Decision: March 3, 2013

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and 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 \$26,318. The applicant stated that all of the rent assessment had been calculated based on the household income of the respondents.

The respondent did not dispute the allegations.

A previous order (file # 20-11103, filed on January 22, 2010) found rent arrears of \$34,334 and ordered the respondents to pay the monthly rent on time plus \$20/month until the rent arrears were paid in full. That order was based on a payment agreement previously made by the parties for the repayment of the arrears.

Satisfaction of the previous order in terms of arrears paid would result in a reduction of the arrears by \$740 (37 months x \$20/month). In fact, the rent arrears have been reduced by much more.

Looking at the dates of payment, however it is clear that the monthly rent has not always been paid on time. It is also clear that the respondents have frequently failed to report the household income each month. Due to the number of retroactive adjustments on the ledger and the applicant's failure to indicate to what months the adjustments apply, it is difficult to determine to what extent the respondents failed to make the ordered payments each month.

In my opinion, there are not sufficient grounds to terminate this tenancy agreement. The landlord has received more rent arrears from the respondents over the past three years than was ordered. The request for termination of the tenancy agreement and eviction is denied. I shall however order the respondents to report their household income in accordance with the tenancy agreement and to not breach that obligation again. I also remind them that the order to pay rent each month on time is still in effect.

Hal Logsdon
Rental Officer