

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **LORRAINE (MCKAY) VILLENEUVE AND GREG VILLENEUVE**,
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 **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

LORRAINE (MCKAY) VILLENEUVE AND GREG VILLENEUVE

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 fourteen thousand nine hundred seventy dollars (\$14,970.00).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Duplex #1 (2208-A), Lot #19-11, Plan 582, Fort Resolution, NT shall be terminated on September 30, 2015 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **LORRAINE (MCKAY) VILLENEUVE AND GREG VILLENEUVE**,
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:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

LORRAINE (MCKAY) VILLENEUVE AND GREG VILLENEUVE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 10, 2015

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Yvonne Burke, representing the applicant (by phone)
Lorraine (McKay) Villeneuve, respondent

Date of Decision: September 10, 2015

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 lease balance statement in evidence which indicated a balance of rent owing in the amount of \$14,970. The applicant testified that the full unsubsidized rent of \$1545 had been applied in the months of July, August and September, 2015 because the respondents had not provided any household income information to enable a subsidized rent to be calculated. Article 6 of the tenancy agreement obligates the tenants to provide this information whenever it is requested. The applicant testified that the remainder of the monthly assessed rents had been calculated in accordance with the reported household income.

The respondent stated that she did not wish to speak to the allegations. She offered no testimony refuting the allegations. She did state that she had been paying rent but offered no evidence of payments made which were not reflected on the lease balance statement. The lease balance statement does, in fact, indicate that some payments have been made but they are rarely sufficient to meet the assessed rent.

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

find the rent arrears to be \$14,970. I find the application of the unsubsidized rent to be reasonable under the circumstances but note that the landlord is obligated to adjust these rents as necessary should the respondents report the household income in accordance with the tenancy agreement. I also find the respondents in breach of article 6 of the tenancy agreement by failing to report the household income. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$14,970 and terminating the tenancy agreement on September 30, 2015. An eviction order to be effective on October 1, 2015 shall be issued separately.

Hal Logsdon
Rental Officer