

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
VERONICA RUBEN AND IAN GREEN, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

VERONICA RUBEN AND IAN GREEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears of five thousand seven hundred fifty eight dollars (\$5758.00) in monthly payments of two hundred fifty dollars (\$250.00), payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
VERONICA RUBEN AND IAN GREEN, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

VERONICA RUBEN AND IAN GREEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 8, 2015**

Place of the Hearing: **Paulatuk, NT by telephone**

Appearances at Hearing: **Lorna Neal, representing the applicant**
 Eileen Ruben, representing the applicant
 Veronica Ruben, respondent
 Ian Green, respondent
 Bonchita Green, witness for the respondents

Date of Decision: **October 8, 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 lease balance statement in evidence which indicated a balance of rent owing as at September 30, 2015. The applicant sought relief in that amount.

The respondents disputed two rent assessments where the full unsubsidized rent was applied due to failure to report any household income information. The respondent stated that she had reported income for those months and the application of the unsubsidized rent was unreasonable. The applicant referred to adjustments subsequently made to those assessments that reduced the rent to the reported household income and testified that all of the rents had been calculated on the household income. I am satisfied that all of the assessed rents reflect the household income of the respondents.

The applicant stated that the respondents had entered into an agreement to pay the rent arrears in monthly installments of \$250 and had arranged for her employer to deduct the payments from her pay and remit them to the landlord. The applicant stated that the agreement had not been breached but their policy was to seek termination nevertheless. In my opinion, it is not reasonable

to issue a termination or eviction order if the parties have agreed upon a plan to repay the arrears unless that plan has been breached. The requested termination and eviction orders are therefore denied.

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 \$5758. An order shall issue requiring the respondents to pay the applicant the rent arrears in monthly payments of \$250, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2015. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the rent arrears as ordered or fail to pay the monthly rent on time, the applicant may file another application seeking full payment of any balance and termination of the tenancy agreement and eviction of the respondents.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer