

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
MABEL THRASHER AND RAYMOND LENNIE, 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 -

MABEL THRASHER AND RAYMOND LENNIE

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 two thousand one hundred twenty dollars (\$2120.00).
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 12th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
MABEL THRASHER AND RAYMOND LENNIE, 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-

MABEL THRASHER AND RAYMOND LENNIE

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

Date of Decision: **October 8, 2015**

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail on September 18, 2015. At the time of the hearing, there was no confirmation of delivery. The respondents failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act* and the hearing was held in their absence.

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 tenant ledger cards and lease balance statements in evidence which indicated a balance of rent owing in the amount of \$3495. The full unsubsidized rent of \$1445 had been charged in September, 2015. The applicant stated that the respondent had failed to provide any income information to enable the calculation of a subsidized rent. The applicant stated that the respondents had provided 2015 income tax information which was used to calculate the subsidized October rent of \$70. Clearly, this information would also be valid to set the September rent. In my opinion, the application of the full unsubsidized rent for September, 2015 is unreasonable and I find the appropriate rent for that month to be \$70.

I find the remainder of the statements in order and adjusting the September rent find the rent arrears to be \$2120 calculated as follows:

As per statement	\$3495
Less unsubsidized rent - September/15	(1445)
Plus adjusted rent	<u>70</u>
Amount owing applicant	\$2120

The respondents are now making regular payments of rent and the arrears via a payroll deduction.

In my opinion, termination of the tenancy agreement is unwarranted. An order shall issue requiring the respondents to pay the applicant rent arrears of \$2120 and to pay future rent on time.

Hal Logsdon
Rental Officer