

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **ROBERT WANAZAH AND SHEILA BLACK**, 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 **BEHCHOKO, NT**.

BETWEEN:

**BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST
TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

ROBERT WANAZAH AND SHEILA BLACK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondents shall not breach their obligation to report the household income again.

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 23rd day of February, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST TERRITORIES HOUSING CORPORATION**, Applicant, and **ROBERT WANAZAH AND SHEILA BLACK**, Respondents.

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

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BETWEEN:

**BEHCHOKO KO GHA K'AODEE ON BEHALF OF THE NORTHWEST
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Applicant/Landlord

-and-

ROBERT WANAZAH AND SHEILA BLACK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 11, 2016

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: February 16, 2016

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 and terminating the tenancy agreement and evicting the respondents unless the rent arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$17,299.63.

A previous order (file #10-8747, filed on February 1, 2006) required the respondents to pay the applicant rent arrears of \$26,360. There is no evidence that this order has been enforced. This order remains effective and is more than sufficient to collect the current amount owing.

At the February, 2006 hearing the applicant testified that the respondents were no longer tenants, having vacated the premises on December 11, 2005. However, the applicant now states that, to the best of their knowledge, the tenancy was not terminated and that the respondents have been in continuous possession of public housing in the community since the previous order was issued.

The statement of rent does not indicate any gaps in the rental record since February, 2006 and suggests that the tenancy has been continuous although the respondents have been transferred from one unit to another on several occasions.

The applicant noted that although the rent arrears have been reduced since the previous order, many of the credits are simply due to the tenants' failure to provide any household income information and the subsequent reassessment of the rent when the income information was eventually provided. The applicant noted that actual payments have not been consistent and are often insufficient to meet the rent due.

Examining the rent account for 2015, I note that payments of rent exceeded rents assessed by \$1493.87. However, the respondents have failed to pay the full amount of rent in every month since August, 2015. Although the respondents have clearly breached their obligation to pay rent on the days it is due and report the household income, the rent arrears have been reduced somewhat due to rent payments being made.

The applicant has an order for the rent arrears which has never been enforced. There is no need to issue another. Given the fact that the rent arrears are large, have accumulated over a long period of time and that the respondents have made some effort to reduce the rent arrears over the past year, I do not agree that the tenancy agreement should be terminated for non-payment of rent. It would be preferable, in my opinion, to permit the respondents to continue to reduce the arrears through a payment agreement with the landlord. Should the respondents fail to pay the monthly

rent each month or fail to report the household income or fail to make reasonable payments toward the rent arrears, the applicant may make another application for termination and eviction.

An order shall be issued requiring the respondents to pay the monthly rent on time and to comply with their obligation to report the household income in the future.

Hal Logsdon
Rental Officer