

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Lawrence Ruben and Diane Ruben**, 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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises located within the **hamlet of Paulatuk in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

LAWRENCE RUBEN and DIANE RUBEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$8,670.00 (eight thousand six hundred seventy dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 16th day of February
2016.

Adelle Guigon
Deputy Rental Officer

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-and-

LAWRENCE RUBEN and DIANE RUBEN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 11, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Eileen Ruben, representing the applicant Lawrence Ruben, respondent
<u>Date of Decision:</u>	February 11, 2016

REASONS FOR DECISION

An application to a rental officer made by Paulatuk Housing Association and Northwest Territories Housing Corporation as the applicant/landlord against Lawrence Ruben and Diane Ruben as the respondents/tenants was filed by the Rental Office December 21, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Paulatuk, Northwest Territories. The applicant personally served a copy of the filed application on the respondents January 5, 2016.

The applicant alleged the respondents had failed to comply with previous rental officer orders, have accumulated additional rental arrears, and have failed to report household income as required. An order was sought for payment of the additional rental arrears and eviction. Evidence presented is listed in Appendix A attached to this order.

A hearing was scheduled for February 11, 2016, by teleconference. Ms. Eileen Ruben appeared representing the applicant. Mr. Lawrence Ruben appeared as respondent and on behalf of Ms. Diane Ruben.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing in Paulatuk, Northwest Territories. I am satisfied a valid tenancy agreement for subsidized public housing was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous rental officer orders

On June 28, 2011, a hearing was held for rental office file number 20-12175. Both the landlord and tenants appeared at the hearing. An order issued: requiring the respondents to pay accumulated rental arrears in the amount of \$45,938.38; terminating the tenancy agreement on August 9, 2011; and evicting the respondents from the rental premises on August 10, 2011. The termination and eviction orders were not enforced by the landlord; the order for payment of the rental arrears was filed with the courts and garnishments commenced in April 2014.

On August 13, 2015, a hearing was held for rental office file number 20-14775. Both the landlord and tenants appeared at the hearing. An order issued: requiring the respondent to pay rental arrears accumulated since June 28, 2011, in the amount of \$47,193; and terminating the tenancy agreement on November 30, 2015, unless the household income was reported and assessed rents were paid in full for the months of August, September, October, and November 2015.

Rental arrears and reporting of household income

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. The respondent did not dispute the accuracy of the accounting. I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account.

All rents have been assessed subsidies where household income has been reported by the respondents in accordance with their tenancy agreement, which requires tenants to report their total household income whenever and as often as required by the landlord. The parties agreed that the respondents had not reported their income as required for the months of July 2015 to January 2016, resulting in the application of the maximum monthly rent of \$1,445 for the months of August 2015 to February 2016. Mr. Ruben indicated during that period he resigned from his employment and has had difficulty obtaining his pay stubs. The applicant confirmed reporting of household income is required on a monthly basis, regardless of whether or not there have been any changes to income. I am satisfied the respondents have failed to report their household income in accordance with their tenancy agreement. I am satisfied the assessment of the maximum monthly rents for August 2015 to February 2016 is appropriate under the circumstances. I find the respondents have failed to comply with their obligations under their tenancy agreement and section 45 of the Act respecting reporting of household income, and have failed to comply with paragraph 2 of rental officer order number 20-14775.

All the payments recorded in the lease balance statements since April 1, 2014, have been garnishees received against rental officer order number 20-12175. The respondents have made no payments for their monthly assessed rents since March 19, 2013. The rental arrears accumulated since the issuance of rental officer order number 20-14775 consist of the maximum monthly rent of \$1,445 for September 2015 to February 2016 totalling \$8,670. I am satisfied the respondents have failed to pay their rents for the months of September 2015 to February 2016. I find the respondents have accumulated additional rental arrears in the amount of \$8,670, and that they have failed to comply with paragraph 2 of rental officer order number 20-14775.

Termination of the tenancy agreement and eviction

Having determined the respondents have failed to comply with the conditions of paragraph 2 of rental officer order number 20-14775 by failing to report household income and pay their rents for August to November 2015, I find the tenancy agreement was terminated by rental officer order number 20-14775 on November 30, 2015. The respondents continue to occupy the rental premises as overholding tenants. The landlord has continued to charge the respondents rent for their use and occupation of the rental premises, pursuant to section 67(1) of the Act respecting overholding tenants. The parties agreed that to date there has been no agreement to reinstate the tenancy.

However, the respondents have indicated an ongoing desire to meet with the landlord to discuss their options respecting either reinstating the tenancy and working out a payment plan or facilitating the respondents vacancy of the rental premises. The applicant expressed a willingness to negotiate with the respondents, indicating that reporting of household income and making payments every month in addition to the garnishees would go a long way towards resolving matters. Comments made at hearing suggested a likelihood that the tenancy would be reinstated if the parties could successfully get together for a meeting.

The applicant confirmed that upon receipt of the necessary household income reports, and their continued receipt going forward, that the monthly rents since August 2015 would be re-assessed and accordingly subsidized.

The tenancy agreement has been terminated by order of a rental officer, and justifiably so when considering the substantial amount of rental arrears and repeated ongoing failure of the tenants to pay their rent over a lengthy period of time. For this reason, and because the respondents remain in the rental premises, an eviction order seems entirely justified. However, in light of the expressed desire by both parties to try and negotiate a suitable reinstatement of the tenancy agreement, it was agreed to forgo evicting the tenants at this time. The tenancy agreement is not reinstated and the tenants remain in overholding status. The parties are being given an opportunity which seems likely to bear positive results. Should the attempt to negotiate a settlement fail and it becomes necessary to evict the tenants, the applicant may re-apply for an eviction order.

Order

An order will issue requiring the respondents to pay rental arrears in the amount of \$8,670 and to pay their rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Statement of arrears

Exhibit 2: Lease balance statement printed December 8, 2015

Exhibit 3: Rental officer order #20-14775 dated August 31, 2015

Exhibit 4: Lease balance statement printed February 11, 2016