

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **SAM PINGO AND RITA GREEN**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

SAM PINGO AND RITA GREEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-13518, filed on August 1, 2013) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of five thousand five hundred sixty three dollars (\$5563.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #110, Tuktoyaktuk, NT shall be terminated on June 30, 2016 and the respondents shall vacate the premises on that date unless the rent arrears of five thousand five hundred sixty three dollars (\$5563.00) are paid in full.

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to report the household income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **SAM PINGO AND RITA 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

SAM PINGO AND RITA GREEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 3, 2016

Place of the Hearing: Tuktoyaktuk, NT via telephone

Appearances at Hearing: Lucille Pokiak, representing the applicant
Brian Larman, representing the applicant

Date of Decision: March 3, 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 an order requiring them to pay the monthly rent on time plus an additional \$50/month until rent arrears were paid in full. The applicant sought an order requiring the respondents to pay the remaining balance of rent arrears in full and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a tenant ledger in evidence which indicated a balance of rent owing of \$5563. The full unsubsidized rent of \$1445 was applied in February, 2016. The applicant stated that the respondents had failed to provide any household income information to enable the calculation of a subsidized rent.

A previous order (file 20-13518, filed on August 1, 2013) required the respondents to pay the monthly rent plus an additional \$50/month until the rent arrears of \$5064 were paid in full. Had the respondents satisfied the order, the rent arrears would now be reduced to \$4114

Rent arrears at previous hearing	\$5064
less 32 months x \$50/month	<u>(950)</u>
Total	\$4114

Instead the rent arrears are \$5563. Clearly the previous order has been breached.

The applicant expressed their willingness to continue the tenancy agreement provided the respondents made a reasonable effort to make regular payments of rent and retire the arrears. The applicant suggested that the tenancy agreement be terminated by order on June 30, 2016 to give the respondents an opportunity to demonstrate their willingness to address the arrears.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$5563. I find the application of the full unsubsidized rent to be reasonable but note that should the respondents report their income as required the applicant must adjust the rent accordingly. I also find the respondents in breach of their obligation to report the household income which is an obligation set out in article 6 of the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. There has been little progress in retiring the rent arrears and the monthly rent is not regularly paid. In my opinion, the landlord is entitled to a termination order and the choice as to whether to enforce it or not should be theirs. I shall not, however, issue an eviction order at this time. The landlord may apply for an eviction order at a later date if necessary.

The previous order shall be rescinded and the respondents ordered to pay rent arrears of \$5563. The tenancy agreement shall be terminated on June 30, 2016 unless those arrears are paid in full.

The respondents shall also be ordered to comply with their obligation to report the household income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer