

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**, 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 and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(c) and 84(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate July 31, 2016, and the respondents must vacate the rental premises on or before that date, unless the monthly rents for May, June, and July 2016 are paid on time.
2. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated July 31, 2016, in accordance with paragraph 1 of this order, the respondents will be evicted from the rental premises known as Unit 50 in Paulatuk, Northwest Territories, on August 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 29th day of April
2016.

Adelle Guigon
Rental Officer

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(the "Act");

AND IN THE MATTER of a hearing before **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

-and-

LAWRENCE RUBEN and DIANE RUBEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 28, 2016

Place of the Hearing: Paulatuk, Northwest Territories, by teleconference

Appearances at Hearing: Lorna Neal, representing the applicant
Lawrence Ruben, respondent

Date of Decision: April 28, 2016

REASONS FOR DECISION

An application to a rental officer made by Paulatuk Housing Association as the applicant/landlord against Lawrence Ruben and Diane Ruben as the respondents/tenants was filed by the Rental Office March 14, 2016. 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 March 21, 2016.

The applicant alleged the respondents had accumulated rental arrears and sought an order for payment of the arrears and eviction.

A hearing was scheduled for April 28, 2016, by teleconference. Ms. Lorna Neal appeared representing the applicant. Mr. Lawrence Ruben appeared as respondent and on behalf of Ms. Diane Ruben.

Preliminary matters

The application to a rental officer identified the landlord as Paulatuk Housing Association. The written tenancy agreement identifies the landlord as Northwest Territories Housing Corporation with Paulatuk Housing Association as its agent. At a hearing before this rental officer held February 11, 2016, regarding file number 20-14992 the landlord was established as the Northwest Territories Housing Corporation. The parties at that hearing agreed the landlord should be properly identified in the style of cause going forward as Northwest Territories Housing Corporation, and as such the style of cause will so reflect.

Tenancy agreement

At the hearing held February 11, 2016, regarding file number 20-14992 it was established that there was a tenancy agreement between the parties for subsidized public housing which had been terminated in accordance with the *Residential Tenancies Act* (the Act) effective November 30, 2015. At that hearing it was further established that the termination of the tenancy had not been rescinded and the tenancy agreement not been renewed. Since then, the parties have entered into an agreement to pay the rent and arrears, and the parties agreed that the tenancy agreement has effectively been reinstated. I am satisfied a valid tenancy agreement for subsidized public housing is currently in place between the parties in accordance with the Act.

Rental arrears, termination of the tenancy agreement, and eviction

The parties agreed that substantial rental arrears in the current amount of \$52,286.81 exist. Previous rental officer orders have been issued which account for the total amount owing and against which a garnishment of wages schedule has been established to resolve. Since the last rental officer order, 20-15110, no additional rental arrears have accumulated.

The parties have entered into an agreement for the respondents to pay the maximum monthly rent for the rental premises. Efforts are being made by the respondents to obtain documents reflecting the total household income, which has been outstanding since August 2015. It appears there have been issues with the respondents receiving pay stubs and other documents from employment sources in a timely manner. In light of the substantial amount of arrears, which have accumulated over a greater period of time than the household income reports have been outstanding, the applicant indicated they would be satisfied if the respondents continued paying the maximum monthly rent in addition to the garnishments. The respondent acknowledged his debt and agreed to the continued payment of the maximum monthly rent of \$1,445. He emphasized he could not afford to pay more than that with the garnishment in place. The respondents have successfully met the terms of this agreement to pay the maximum monthly rent since it was entered into in February 2016. Between April 2014 and February 2016, the only payments that have been recorded against the respondents' rent account have been the amounts garnished from their wages.

In consideration of the substantial amount of rental arrears and the repeated failure (until March 2016) of the respondents to pay their monthly rent, I am satisfied termination of the tenancy agreement and eviction are justified. However, in light of the agreement entered into between the parties and in the interest of promoting a positive outcome to the issues at hand, I am satisfied the termination of the tenancy agreement should be conditional on the respondents' continued success at paying the maximum monthly rent on time.

Order

An order will issue terminating the tenancy agreement July 31, 2016, unless the monthly rents for May, June, and July 2016 are paid on time, and evicting the respondents from the rental premises on August 1, 2016, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer