

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **EDWARD MACCAULEY AND LILLIAN DOCTOR**, 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, regarding the rental premises at **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**EDWARD MACCAULEY AND LILLIAN DOCTOR**

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 fifteen thousand two hundred eighty four dollars and sixty eight cents (\$15,284.68).
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 #0030, Tulita, NT shall be terminated on August 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of fifteen thousand two hundred eighty four dollars and sixty eight cents (\$15,284.68) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of July, 2007.

Hal Logsdon  
Rental Officer

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**EDWARD MACCAULEY AND LILLIAN DOCTOR**, 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:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**EDWARD MACCAULEY AND LILLIAN DOCTOR**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 18, 2007

**Place of the Hearing:** Tulita, NT via teleconference

**Appearances at Hearing:** Helen Squirrel, representing the applicant

**Date of Decision:** July 25, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to their usual address. The applicant testified that the respondents were still in possession of the rental premises. 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 between the parties. The tenancy agreement commenced on April 24, 2006. Prior to that date, another tenancy agreement was in effect between the applicant and Edward MacCauley as the sole tenant. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$16,072.68. The full unsubsidized rent has been charged for the months of February, March, April, May, June and July, 2007. The applicant stated that the full unsubsidized rent had been charged because the respondents failed to provide any income to the Income Security Officer on which to base the rent. A statement signed by the Income Security Officer was presented in evidence.

The ledger includes a balance of \$658 from the previous tenancy agreement and also contains an overcharge of rent of \$130. Since no rent has been paid, the balance owing is the sum of the rents from April, 2006 to present which I find to be \$15,284.68 calculated as follows:

April/06 rent	\$170.00
May/06 rent	506.00
June/06 rent	534.00
July/06 rent	370.00
August/06 rent	370.00
September/06 rent	402.00
October/06 rent	162.00
Invoice #1149	74.68
November/06 rent	210.00
December/06 rent	546.00
January/07 rent	546.00
February/07 rent	1963.00
March/07 rent	1963.00
April/07 rent	1867.00
May/07 rent	1867.00
June/07 rent	1867.00
July/07 rent	<u>1867.00</u>
TOTAL	\$15,284.68

It is clear from the evidence that the respondents have little or no intention of paying rent or complying with their obligation to report the household income. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$15,284.68 and terminating the tenancy agreement between the parties on August 31, 2007 unless that amount is paid in full.

Should the respondents report their income in accordance with the tenancy agreement, the rents for February - July, 2007 shall be adjusted accordingly.

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Hal Logsdon  
Rental Officer