

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GILBERT MATTO JR.**, Respondent;

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 **FORT PROVIDENCE, NT.**

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

GILBERT MATTO JR.

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income to the landlord in accordance with the written tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of July,
2003.

Hal Logsdon
Rental Officer

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Applicant, and **GILBERT MATTO JR.**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

GILBERT MATTO JR.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 14, 2003

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Gilbert Matto Jr., respondent

Date of Decision: July 14, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1588.63. The applicant indicated that on two occasions (November, 2002 and March, 2003) the full, unsubsidized rent of \$880 had been assessed because the respondent had failed to provide any income information on which to base the rent.

The premises are operated by the landlord as subsidized public housing. The written tenancy agreement between the parties requires the tenant to report the household income to the landlord so that a rent geared to income may be calculated in accordance with the rent scale.

The respondent did not dispute the allegations and indicated that he had been employed for approximately a year commencing in April, 2002.

The written tenancy agreement names the respondent and two other persons as joint tenants. Only the respondent was named in the application.

In my opinion, it is not reasonable for a rental officer to terminate a joint tenancy when only one of the joint tenants has been served with the application and notified of the hearing date. To do so

would deprive the other tenants an opportunity to be heard. As well, I note that, except for the two months the rent was charged at the full unsubsidized amount, rent has been paid. For these reasons, the applicant's request for an order terminating the tenancy agreement is denied.

I do not think the respondent fully understood his obligation to report income or why the applicant charged the full, unsubsidized rent. In my opinion, a reasonable remedy would require the respondent to report his income for the months he was employed to enable the landlord to recalculate the rent owing in accordance with the rent scale. An order shall therefore be issued for the respondent to comply with his obligation to supply the landlord with accurate income information for the months he was employed.

Should the respondent fail to comply with this order or fail to pay any rent arrears which result from the recalculation of rent within a reasonable period of time, the applicant may file a future application seeking further remedy. Such an application should be made against all the joint tenants if termination of the tenancy agreement is sought.

Hal Logsdon
Rental Officer