

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **ELSIE TALE AND CHARLES TALE AND BRIAN KERR**,  
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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ELSIE TALE AND CHARLES TALE AND BRIAN KERR**

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 three thousand nine hundred sixty four dollars (\$3964.00).
2. Pursuant to sections 45(4)(e), 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #55, Fort Providence, NT shall be terminated on August 31, 2003 and the respondents shall vacate the premises on that date unless:

- a) the respondents comply with their obligation to report household income in accordance with the tenancy agreement for the months of November, 2002 to March, 2003, or
- b) The respondents pay the rent arrears in the amount of three thousand nine hundred sixty four dollars (\$3964.00).

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ELSIE TALE AND CHARLES TALE AND BRIAN KERR**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 14, 2003</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Providence, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Diana Gargan, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>July 14, 2003</b>

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on June 20, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant also alleged that the respondents had failed to report their household income in accordance with the written tenancy agreement. The applicant testified that the respondents had failed to provide any income information for the months November, 2002 through March, 2003. The applicant stated that the full, unsubsidized rent of \$880/month had been charged as a result. The tenant ledger presented in evidence indicated a balance of rent owing in the amount of \$3964.

A previous order was filed on November 13, 2002 (File #10-7129) requiring the respondents to pay rent arrears in instalments of no less than \$300/month commencing in November, 2002 and to pay future rent on time. The ledger indicates that the required installments of rent arrears were paid in accordance with the order but that the respondents failed to pay the monthly rent in full.

The tenancy agreement for subsidized public housing requires tenants to report the household income to the landlord for purposes of rent determination. Should the tenant fail to provide any income information on which to calculate the monthly rent, the landlord is entitled to charge the

full unsubsidized rent.

In my opinion, the landlord was entitled to charge the full, unsubsidized rent for the months of November, 2002 through March, 2003. I also believe the landlord is obligated to recalculate and adjust the rent for those months should the respondents report the household income.

The respondents must either pay the current rent arrears of \$3964 or report the household income for the months of November, 2002 through March 2003 in order for the applicant to properly calculate the rent for those months. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondents do one or the other.

The previous order has been satisfied. An order shall be issued requiring the respondents to pay the rent arrears which I find to be \$3964. The order shall also terminate the tenancy agreement on August 31, 2003 unless the respondents either pay the rent arrears of \$3964 or report the household income for the months of November, 2002 through March, 2003.

Should the respondents report the household income for those months, the applicant shall adjust the rent accordingly and demand the amended balance. Should the balance not be paid in a reasonable period of time, the applicant may make a future application seeking further remedy.

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Hal Logsdon  
Rental Officer