

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIN WILSON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ERIN WILSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven hundred two dollars (\$702.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report household income in accordance with the tenancy agreement between the parties.
3. 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 2017 Sissons Court,

Yellowknife, NT shall be terminated on July 31, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIN WILSON**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ERIN WILSON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 8, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Angela Keppel, representing the applicant Erin Wilson, respondent
<u>Date of Decision:</u>	July 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached her obligation to report income in accordance with the written tenancy agreement between the parties. The applicant stated that when the respondent did report income, her rent was adjusted retroactively to March, 2003 resulting in rent arrears of \$702. The applicant provided a statement of the rent account which indicated that balance.

The applicant also alleged that the respondent had a cat on the premises which was a breach of the tenancy agreement.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The respondent did not dispute the allegations concerning rent or income reporting but explained that she had been working shifts which made it difficult for her to get the information to the landlord's offices. She indicated that she would be able to pay the full amount of the rent arrears by the end of July, 2003. She also stated that she no longer had the cat and had signed a statement to that effect.

The premises are operated by the landlord as social housing and rented on a rent-geared-to-income basis. The fairness and proper operation of the program depends on the accurate

reporting of income by tenants and that obligation is clearly outlined in the written tenancy agreement. I do not see any evidence to suggest that the respondent was trying to avoid her responsibility. Her failure to report income appears to be due more to negligence than avoidance. Nevertheless, her omissions constitute a breach of her obligation as a tenant and have resulted in significant rent arrears.

I find insufficient evidence to conclude that a cat is still being kept on the premises.

As the respondent has indicated that she can pay the arrears promptly and will endeavour to report income in accordance with the tenancy agreement, I believe it is reasonable to issue an order requiring her to pay the rent arrears of \$702 and to terminate the tenancy agreement on July 31, 2003 unless those arrears are paid in full. In addition, the respondent shall be ordered to report income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer