

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES HAWKINS**, 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 -

JAMES HAWKINS

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 four hundred twenty dollars and twenty one cents (\$420.21).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for electrical charges which were paid by the applicant on his behalf in the amount of five hundred seven dollars and thirty nine cents (\$507.39).

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for electrical costs by paying all outstanding accounts to the supplier of electricity.
4. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report household income to the applicant in accordance with the tenancy agreement
5. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 623 Williams Avenue, Yellowknife, NT shall be terminated on September 30, 2003 and the respondent shall vacate the premises on that date, unless rent arrears and electrical costs in the amount of nine hundred twenty seven dollars and sixty cents (\$927.60) are paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of August, 2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JAMES HAWKINS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Mary George, representing the applicant
James Hawkins, respondent

Date of Decision: August 12, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electrical costs, failing to sign a new tenancy agreement and failing to report household income. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of electricity and termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent in the amount of \$3016.21 and a balance of electrical costs which had been paid on behalf of the respondent in the amount of \$507.39. The applicant stated that the respondent was currently in arrears with the electrical supplier and presented a statement of that account which indicated a balance owing to the supplier in the amount of \$422.64.

The applicant stated that the respondent had been notified to update the household income form and to sign a new tenancy agreement but had failed to do either. Consequently, the rent for July and August, 2003 was assessed at \$1375/month which the applicant stated was the full, unsubsidized rent for the premises.

The respondent did not dispute the allegations and stated that he had neglected his obligations. He stated that he had not received any income since he was asked to report the household income, was a student, and was living on assistance provided through personal loans. He indicated that he expected to begin employment in September, 2003 and would be able to pay the

outstanding amounts by the end of that month.

There is no requirement for a tenant to sign a new tenancy agreement during the course of a tenancy unless both parties wish to amend certain terms in the agreement. The applicant indicated that a new tenancy agreement was required because the rent stated in Schedule "A" required adjustment. Such an adjustment can be effected by notice pursuant to section 7 of the tenancy agreement. The tenant is not in breach of the agreement by virtue of his failure to sign a new tenancy agreement presented by the landlord.

Section 6 of the tenancy agreement states:

The tenant promises to provide the Landlord with an accurate report of the Tenant's income and the income of all of the residents of the premises and shall notify the Landlord of any changes in any resident's income, in the size of the Tenant's family, or number of residents of the premises.

In my opinion, it is reasonable for the landlord to request confirmation of the household income in any particular month. If the landlord requested an updated income report and failed to receive any information for the tenant, the landlord is entitled, in my opinion, to charge the full, unsubsidized rent. At the hearing, however, the household income was available to the rental officer. When such information become available, the landlord is obliged to adjust the rent to a rent geared to income. Based on the income information provided at the hearing, the rent for July and August, 2003 should be adjusted to \$32/month. This is consistent with the ruling in *Inuvik Housing Authority vs Koe* as well as the ruling in *Inuvik Housing Authority vs Sharpe and Allain*.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for electricity which was his responsibility pursuant to the tenancy agreement between the parties. I find the rent arrears to be \$420.21 and the electrical costs which were paid by the applicant on behalf of the respondent to be \$507.39.

An order shall be issued requiring the respondent to pay the applicant rent arrears and compensation for electrical costs paid on his behalf in the total amount of \$927.60 and terminating the tenancy agreement on September 30, 2003 unless that amount is paid in full. The order shall also require the respondent to comply with his obligation to pay the electrical supplier for electricity and to comply with his obligation to report the household income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer