

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **FLORESTINE GARGAN**, 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 -

FLORESTINE GARGAN

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 two thousand eight hundred ninety seven dollars (\$2897.00).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 763 Bigelow Crescent, Yellowknife, NT shall be terminated on August 29, 2003 and the respondent shall vacate

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the premises on that date, unless the respondent provides an updated declaration of household income in accordance with the tenancy agreement to the applicant on or before that date.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **FLORESTINE GARGAN**, 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-

FLORESTINE GARGAN

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

Date of Decision: August 14, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 1, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay 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 statement of the rent account which indicated a balance of rent owing in the amount of \$2897. The applicant noted that the full, unsubsidized rent of \$1375 had been charged for the months of July and August. The applicant stated that the full rent had been charged because the respondent had failed to report any household income on which to base the rent.

The applicant is a provider of subsidized public housing. The tenancy agreement requires the tenant to provide the landlord with an accurate report of the household income. The respondent last reported the household income in March, 2002. The applicant sent notices to the respondent in January, April and June requesting an updated declaration of household income. The evidence indicates that the respondent failed to provide any information on which to base the rent.

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.

Referring to this clause in another public housing tenancy agreement Mr. Justice J.E. Richard wrote in *Inuvik Housing Authority and Gary Harley*.

In the present case it is an express term of the tenancy agreement that a tenant is to provide income data on a regular monthly basis to the landlord. The tenant, by entering into the tenancy agreement, obliges himself to do so. This is not an unreasonable obligation. On the contrary, it is entirely reasonable.

In this case, the landlord has not enforced the tenant's obligation to report on a monthly basis but in my opinion, is entitled to request periodic updates. The applicant has done this and the tenant has failed to provide the required information. Therefore the application of the full, unsubsidized rent is, in my opinion, justified. I find the statement in order and the rent arrears to be \$2897.

The failure to report income is a serious breach of the tenancy agreement. Basing rent on household income is a cornerstone of the social housing program. The benefits of social housing can only be fairly distributed when participants declare their income. In my opinion, the failure to report income is sufficient to consider termination of a tenancy agreement.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to report income in accordance with the tenancy agreement. I find the

rent arrears to be \$2897. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2897 and terminating the tenancy agreement on August 29, 2003 unless the respondent provides a declaration of household income in accordance with the tenancy agreement to the applicant on or before that date.

If a declaration of income is provided by the respondent to the applicant that enables the applicant to recalculate the July and August, 2003 rents in accordance with the rent scale, the applicant shall demand only the adjusted rents geared to income for those months.

Hal Logsdon
Rental Officer