

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LOUTITT**, 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 -

BETTY LOUTITT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the outstanding security deposit in the amount of six hundred sixteen dollars (\$616.00).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of thirty two dollars (\$32.00).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report complete household income information and to pay for electricity in accordance with the tenancy agreement.

4. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 11, 5009 47th Street, Yellowknife, NT shall be terminated on October 31, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears and security deposit in the amount of six hundred forty eight dollars (\$648.00) is paid to the applicant in full and the respondent files a current Household Income Form with the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LOUITT**, 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-

BETTY LOUITT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: October 15, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on October 4, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The applicant stated that after the application was filed on September 10, 2003 the respondent paid the full amount of rent and electrical costs owing. The applicant testified that they later became aware that Darryl Laroque had been living in the premises and, in a memo dated September 25, 2003, requested the respondent to file an amended income declaration. The applicant testified that the respondent had failed to file the amended household income form as requested. The rent for September and October, which was initially assessed at \$32/month, was adjusted on October 14, 2003 to the full unsubsidized amount of \$1375/month.

The applicant also indicated that the required \$1200 security deposit had not been paid in full and that an additional deposit for the installation of a satellite dish had not been paid. The statement provided by the applicant indicated a balance of security deposit owing in the amount of \$616 not including the additional satellite dish deposit of \$200.

The applicant testified that during an inspection of the premises in mid-September some areas of damage were noted and pets were discovered on the premises, specifically a snake, a guinea pig, a chameleon frog and a mouse.

The applicant also testified that the respondent's account with the electrical supplier was in arrears and provided a statement from the supplier in evidence.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding security deposit and terminating the tenancy agreement.

I shall not consider the allegations pertaining to damages to the premises or pets. These were not included in the original application or filed with the rental officer prior to the hearing. The applicant may make a future application regarding these allegations.

With regard to the alleged rent arrears, 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 in the household.

In a note to file dated October 9, 2003, the applicant states that the respondent acknowledged that Darryl Laroque had been living in the premises since September 1, 2003 and agreed to provide his income information to the landlord. The applicant had already assessed the rent for September and October at \$32/month, presumably based on a previous declaration of household income. In my opinion, rent should be assessed in accordance with the rent scale when there is a declaration of household income on which to base the assessment. The landlord had income information which was used to assess rent for September and October although it was believed to be inaccurate. The landlord requested that a new declaration be made. This is an entirely

reasonable request. The failure of the tenant to notify the landlord of changes in the household income, however, does not, in my opinion, entitle the landlord to apply the unsubsidized rent provided the landlord has a statement of declared income on which to base the assessment. (See Inuvik Housing Authority and Stewart and Kendi, Rental Officer decision of January 11, 1993 and Inuvik Housing Authority and Gary Harley, decision of Hon. Justice J.E. Richard, NWT Supreme Court, December 3, 1993 at paragraphs 27-29.) I find the respondent owes rent for the month of October in the amount of \$32.

In the matter of the security deposit, I find the applicant's statement in order. The balance of the deposit due is \$616. Although no remedy was sought by the applicant, I note that section 14(5) of the *Residential Tenancies Act* prohibits deposits other than the security deposit referred to in the Act.

I also find that the respondent's account with the electrical supplier is in arrears. In accordance with the tenancy agreement, the respondent is obligated to pay for electricity directly to the supplier.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$32 and the balance of the security deposit in the amount of \$616. The order shall also require the respondent to comply with her obligation to pay for electricity and report the current household income to the landlord in accordance with the tenancy agreement. The order shall terminate the tenancy agreement between the parties on October 31, 2003 unless the respondent pays the applicant rent

arrears and the balance of the security deposit in the total amount of \$648 and files a current Household Income Form with the applicant.

Hal Logsdon
Rental Officer