

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **DARLENE FIRTH**, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLENE FIRTH

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay to the applicant rental arrears in the amount of two hundred ninety-seven dollars (\$297.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report income by reporting the total household income to the landlord for the months of January and February 2004 in accordance with the tenancy agreement.
3. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as PH177, 14 Bonnetplume Road, Inuvik, NT shall be terminated on March 15, 2004 and the respondent shall vacate the premises on that date, unless rental arrears in the amount of two hundred ninety-seven dollars (\$297.00) is paid in full and the household income for January and February 2004 has been declared in accordance with the tenancy agreement.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of February 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
DARLENE FIRTH, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLENE FIRTH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 25, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Dalrene Firth, respondent

Date of Decision: February 28, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rental 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 \$1,364.

The applicant testified that the full unsubsidized rent of \$1,364 had been assessed for the month of February 2004 because the respondent had failed to report the full amount of the household income on which to base the rent. The applicant also testified that the respondent had been served eight notices of early termination since the tenancy commenced in May 2000 for non-payment of rent. The applicant provided a statement of the rent account in evidence.

The respondent stated that she had provided her income information for January 2004, but did not dispute the allegations concerning the late payment of rent. The applicant stated that the respondent had submitted only one pay stub for January 2004 which indicated gross and assessable income in the amount of \$1,540.58. The applicant stated that the remaining income stub had not been submitted and that the respondent had failed to sign the declaration of household income.

In my opinion, the February rent should have been assessed in accordance with the income information available, even if the landlord deemed it inaccurate. This is consistent with *Inuvik Housing Authority v. Stewart and Kendi* (1993) which was considered to be consistent with a previous decision, *Inuvik Housing Authority v. Koe* (1992), by Justice J.E. Richard in his decision regarding *Inuvik Housing Authority v. Gary Harley*. Calculating the rent based on the income reported, I find the February assessed rent to be \$297.

It does appear, however, that the respondent may not have reported the total household income for January and in any case did not sign the required declaration form. This is an essential part of the social housing program. It is also apparent from the statement of the rent account that the rent had not been paid on time in the past.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent pays the current rental arrears and formally declares the entire household income in accordance with the tenancy agreement. An order shall issue requiring the respondent to pay to the applicant rental arrears in the amount of \$297 and terminating the tenancy agreement on March 15, 2004 unless those arrears are paid in full and the household income for the months of January and February is declared in accordance with the tenancy agreement. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer