

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **NORA SMITH**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

NORA SMITH

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 nineteen thousand seven hundred eighty one dollars (\$19,781.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #655A, Whagwe Tili, Rae, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date, unless the respondent provides to the applicant an accurate report of the household income in accordance with article 6 of the tenancy agreement and pays

the applicant rent arrears of at least two thousand one hundred ninety two dollars (\$2192.00).

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

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
NORA SMITH, 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:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

NORA SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 1, 2005

Place of the Hearing: Rae, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Nora Smith, respondent
David Gon, witness for the respondent

Date of Decision: September 1, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide an accurate report of the household income in accordance with the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$19,781. The ledger indicates that the full, unsubsidized rent has been charged each month since October, 2004. The applicant testified that the respondent had failed to provide any income information on which to calculate the rent. The ledger indicates that no rent has been paid since February, 2004.

The respondent did not dispute the allegations.

I note that most of the rent arrears are based on the application of the full, unsubsidized rent and that the arrears were \$2192 in September, 2004 before the full rent was applied. The respondent stated that she would report the income. Given the evidence, it is difficult to conclude that the respondent has any genuine intention of complying with her obligation to report income or pay rent. In my opinion, a prompt and significant indication of good faith by the respondent is necessary in order for this tenancy to continue.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$19,781. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent shows good intention by promptly reporting the household income and paying the rent arrears which accumulated prior to the application of the full unsubsidized rent. The landlord shall recalculate the rent for any months between October, 2004 and September, 2005 where the household income is reported by the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$19,781 and terminating the tenancy agreement on September 30, 2005 unless the respondent pays the applicant at least \$2192 and reports the household income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer