

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **MADLINE MARTIN**, 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 -

MADLINE MARTIN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income to the landlord in accordance with the tenancy agreement.
2. 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 293 Wedaze Tili, Rae-Edzo, NT shall be terminated on January 31, 2006, unless the household income is reported in accordance with the tenancy agreement.

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 15th day of December, 2005.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

MADLINE MARTIN

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REASONS FOR DECISION

Date of the Hearing: December 13, 2005

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Madeline Martin, respondent
Mary Rose Koyina, interpreter

Date of Decision: December 13, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating 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 \$40,345. The full unsubsidized rent has been charged each month since October, 2004. The applicant testified that the full rent was charged because the respondent failed to provide any income information on which to base the rent.

The applicant is a senior citizen who is the sole tenant. Her two sons live with her.

Although the application of the full unsubsidized rent for the past fifteen months has contributed significantly to the amount of rent arrears, simple non-payment of the assessed rent is also a large component of the debt. Only one payment of \$500 has been made by the respondent since July, 1999.

The respondent stated that she would try to get her sons to report their income. While this may address the problem of the application of the high unsubsidized rent, it will not address the problem of continued non-payment of the monthly rent. The respondent and her sons must, after

reporting the household income to the landlord, make arrangements so that each household member contributes their fair share to the full payment of the monthly rent. This burden will fall to the respondent's sons whose income is counted in the calculation of the rent. If they refuse to acknowledge their responsibility, the landlord will have little choice but to seek termination of the tenancy agreement requiring the tenant and the two other occupants to vacate.

Although I must find the respondent in breach of her obligation to pay rent I do not think an order to pay the rent arrears will provide any relief to the landlord at this time as it would be clearly impossible to collect. An order shall issue requiring the respondent to report the household income in accordance with the tenancy agreement, pay future rent on time and terminating the tenancy agreement on January 31, 2006 unless the household income information is provided to the landlord by that date. If the income is reported but the rent continues to be unpaid and/or the arrears are not addressed, the landlord may seek termination of the tenancy agreement as a final remedy.

Hal Logsdon
Rental Officer