

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **DENISE FOOTBALL**, 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 -

DENISE FOOTBALL

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 one hundred twenty eight dollars (\$128.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of costs related to responding to a lock-out in the amount of five dollars and eighteen cents (\$5.18).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report any changes in the number of occupants or

household income to the landlord in accordance with the tenancy agreement between the parties.

4. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 660C, Whagwe Tili, Rae, NT shall be terminated on March 15, 2006 and the respondent shall vacate the premises on that date unless the rent arrears and costs in the amount of one hundred thirty three dollars and eighteen cents (\$133.18) are paid in full and an updated declaration of household income and occupants of the premises is made to the landlord in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of February, 2006.

Hal Logsdon
Rental Officer

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DENISE FOOTBALL, 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-

DENISE FOOTBALL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 21, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant

Date of Decision: February 21, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report changes in the family size and household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$133.18. Included in this amount is a charge noted "tenant damage". The applicant testified that the charge was for assisting the respondent to gain entry to the premises after she had locked herself out. Applying payments to the oldest charges first, I find rent arrears of \$128 and a balance of the charges for the lock-out of \$5.18.

The applicant testified that the respondent's partner was living in the premises but had not been included on the Household Income Form. The applicant stated that notices had been served on the respondent asking her to update the declaration but she had not done so.

Section 6 of the tenancy agreement between the parties requires the tenant to declare any changes

in the household income or the number of occupants to the landlord.

- 6. 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.**

The evidence suggests that the respondent has failed to report this information to the landlord as required by the tenancy agreement. This obligation of the tenant is essential to the fair operation of the Public Housing program and in my opinion, a breach of this obligation is a serious one.

I find the respondent in breach of her obligation to pay rent and the balance of charges related to the lock-out. As well, I find her in breach of her obligation to report changes in household size and income in accordance with section 6 of the tenancy agreement. In my opinion, the tenancy agreement should only continue if these breaches are promptly remedied.

An order shall issue requiring the respondent to pay the rent arrears and lock-out charges in the total amount of \$133.18 and to comply with her obligation to report household size and income. The tenancy agreement shall be terminated on March 15, 2006 and the respondent shall vacate the premises unless the rent and charges are paid in full and the household income and size are reported to the landlord.

Hal Logsdon
Rental Officer