

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES HAWKINS**, 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 -

JAMES HAWKINS

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 thousand eight hundred eighty eight dollars (\$1888.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 623 Williams Avenue, Yellowknife, NT shall be terminated on May 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of May,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JAMES HAWKINS**, 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-

JAMES HAWKINS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim White, representing the applicant
James Hawkins, respondent

Date of Decision: May 9, 2006

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 rent 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 \$1888. The full unsubsidized rent of \$1337 had been assessed for the months of April and May, 2006.

The applicant stated that the provisions of the Public Housing Program had been changed so that the rent for the premises was the unsubsidized rent described in Schedule A of the tenancy agreement.

Tenants are now required to provide household income information to the Department of Education, Culture and Employment (ECE) who in turn provides a subsidy to the landlord and sets a rent that the tenant is required to pay. The policy document for the program sets out the amended process as follows:

NWT Housing Corporation sets unsubsidized rent rates for the housing units. The PHRS (Public Housing Rental Subsidy) program determines the subsidy and the amount a HM (household member) will pay. The subsidy is paid directly to the NWT Housing Corporation and the HM pays the rent directly to the LHO (local housing organization).

The respondent acknowledged that he had been informed of the program changes and had failed to report his household income to ECE. He stated that he had reported his household income to the applicant. In his summary, he stated,

"I will admit that full notice was given by the Housing Authority. They explained up and down and it's something that I should have taken care of but I didn't, so I actually side with them."

The written tenancy agreement between the parties commenced on March 1, 2006 and was made for a one year term. The agreement obligates the tenant to report the household income to the *landlord* and obligates the *landlord* to set a subsidized rent provided the tenant is not in breach. The applicant stated that the March 1 tenancy agreement had not been superseded by another written tenancy agreement and argued that it accurately reflected the current program provisions. I respectfully disagree. Clearly, the tenancy agreement does not reflect the revised provisions of the program as it obligates the tenant to report income to the landlord, not ECE, and obligates the landlord to charge a subsidized rent provided the tenant is not in breach.

The relationship between landlord and tenant is one of contract. In order to find the respondent in breach of his obligation to pay rent, I must find that the income reporting and rent setting provisions of the March 1 tenancy agreement have been altered with the consent of the parties. Although there is no written evidence to suggest this has been accomplished, the respondent's statements at the hearing appear to reflect his knowledge and concurrence with the altered program provisions. While an amended written tenancy agreement would have been preferable,

in my opinion there is sufficient evidence to conclude that the parties have agreed to amend the income reporting and rent setting provisions of the tenancy agreement. Since the respondent failed to provide any income information to ECE on which to base the rent, it is reasonable to apply the full unsubsidized rent to April and May, 2006.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1888. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1888 and terminating the tenancy agreement on May 31, 2006 unless the rent arrears are paid in full.

Should the applicant be notified by ECE of the subsidy and reduced rent to be applied to the respondent for April or May, 2006, the subsidy shall be applied to the satisfaction of this order.

Hal Logsdon
Rental Officer