

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JOYCE DESJARLAIS**, 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 -

**JOYCE DESJARLAIS**

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 five hundred seventy six dollars and twenty two cents (\$576.22).
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 633 Williams Avenue, Yellowknife, NT shall be terminated on August 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of five hundred seventy six dollars and twenty two cents (\$576.22) are paid in full.

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JOYCE DESJARLAIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 8, 2006  
**Place of the Hearing:** Yellowknife, NT  
**Appearances at Hearing:** Julie Forget, representing the applicant  
**Date of Decision:** August 9, 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 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 statement of the rent account which indicated a balance of rent owing in the amount of \$3250.22. This balance includes the application of the full, unsubsidized rent of \$1337 for the months of July and August, 2006. The applicant stated that the unsubsidized rent had been applied in those months because the tenant failed to provide any income information on which to base a subsidized rent.

The provisions for reporting household income and calculating tenant rent assessments in the Public Housing Program were changed in April, 2006. Instead of reporting the household income to the landlord, tenants are now required to report the household income to the Department of Education, Culture and Employment (ECE). ECE then calculates the rent required to be paid by the tenant and provides the subsidy (the difference between the unsubsidized rent and the amount the tenant is required to pay) to the landlord. Although the written tenancy agreement between

the parties does not reflect this change of process, it is apparent that the respondent was made aware of the change through numerous notices. Subsidized rents for the respondent were assessed by ECE in April, May and June, 2006.

The application of the full unsubsidized rent when a tenant fails to provide any income information has been established as consistent with the *Residential Tenancies Act* and reasonable in all circumstances. (see Inuvik Housing Authority and Gary Harley, CV 04815, NWT Supreme Court, December 3, 1993.) If it can be established that the respondent did not provide any income information to either the landlord or ECE on which to calculate the July and August rents, the applicant's request for an order including the unsubsidized amounts should be granted.

The applicant stated that she had contacted ECE and was informed that the respondent had not reported income information on which to base the July and August, 2006 rents. The applicant also testified that she had accessed the Case Management Administrative System (CMAS) which did not indicate any information for July and August, 2006 for the respondent. She stated that this indicated that the respondent did not report any information to ECE.

In my opinion, the evidence provided by the applicant pertaining to the reporting of income is not sufficient to establish that the respondent failed to provide any income information on which to base the July and August, 2006 rents. No one at the hearing had direct knowledge of the respondent's contact or lack of contact with ECE. No one from ECE was present at the hearing and no documents produced by ECE were provided in evidence. The applicant's testimony

concerning her inquiries to ECE is hearsay. Although the lack of any information in CMAS could indicate that no information has been received, it appears to me that it could also indicate that the data has not yet been entered in the system. The change in process regarding income reporting and rent assessment has introduced an additional burden of evidence on the Public Housing landlord seeking the full unsubsidized rent due to the tenant's failure to report any income information. Since the landlord is no longer the recipient of this information they must produce some direct evidence to establish the breach. In my opinion, some correspondence from ECE indicating that no income information was received would be sufficient.

As I am unable to determine what the rent should be for July and August, 2006, I shall not consider them in this order. However, the applicant may seek relief for rent in July and August, 2006, when they are able to establish the rents that should be applied.

Not including rent for July and August, 2006, I find rent arrears in the amount of \$576.22 calculated as follows:

|                                  |                  |
|----------------------------------|------------------|
| Balance as at June 27/06         | \$1618.22        |
| Payment/credits since June 27/06 | <u>(1042.00)</u> |
| Rent arrears                     | \$576.22         |

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$576.22 and terminating the tenancy agreement on August 31, 2006 unless those arrears are paid.

in full.

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Hal Logsdon  
Rental Officer