

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHEENA KAPOLAK**, 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 -

SHEENA KAPOLAK

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 two hundred thirty seven dollars (\$1237.00).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 813 Bigelow Crescent, Yellowknife, NT shall be terminated on September 29, 2006 and the respondent shall vacate the premises on that date unless the household income is reported to the applicant

in accordance with article 6 of the tenancy agreement for the months of April, May and June, 2006.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHEENA KAPOLAK**, Respondent.

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

SHEENA KAPOLAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 29, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Norma Jeremick'ca, witness for the applicant
Sheena Kapolak, respondent

Date of Decision: September 7, 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 in evidence which indicated a balance of rent owing in the amount of \$3911. The rent for June, July and August, 2006 have been assessed at the full unsubsidized rate of \$1337/month. The applicant produced a statement from the Department of Education, Culture and Employment (ECE) stating that the respondent had not provided all income information to enable the subsidized rent for July and August, 2006 to be calculated.

The applicant's witness, Norma Jeremick'ca, an employee of ECE, stated that she believed some income information had been provided to determine the June, 2006 rent but it was deemed incomplete. She was not able to indicate what was reported by the respondent for the June assessment. She testified that no income information had been reported by the respondent to enable the calculation for the rent for July and August, 2006. The applicant's witness explained that the rent for June, 2006 was based on earnings in April, 2006. Similarly, the rent for July, 2006 was based on earnings in May, 2006 and the rent for August, 2006 was based on earnings in June, 2006.

The respondent testified that she had left the city on June 15, 2006 and returned on July 17, 2006. She stated that she had worked for about four weeks during that period and had provided a pay stub to verify her earnings. She estimated that she made about \$1200 but did not report her child tax credit.

It would appear from the testimony of Ms. Jeremick'ca that some income earned in April, 2006 was reported. It would also appear from the testimony of the respondent that some income earned in June, 2006 was reported. There was no evidence to refute the allegations that no income was reported in May, 2006.

In my opinion, the full, unsubsidized rent should not have been assessed for the months of June and August, 2006 as some income information was reported on which to calculate a subsidized rent. Unfortunately, neither party could supply that information to the rental officer at the hearing. Consequently, it is impossible for me to calculate a rent due for those months although some rent is obviously due. Ignoring the rent due for June and August, I find rent arrears in the amount of \$1237, calculated as follows:

Balance as per statement	\$3911
Reverse unsubsidized rent (June and August/06)	<u>(2674)</u>
Balance owing	\$1237

The respondent is in breach of her obligation to report income in accordance with the tenancy agreement Article 6 of the tenancy agreement sets out this obligation.

6. Tenant's Income

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.

In my opinion there are sufficient grounds to terminate this tenancy agreement unless the respondent promptly reports the household income for the months of April, May and June, 2006 in order for the landlord to calculate a rent geared to income.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1237 and terminating the tenancy agreement on September 29, 2006 unless the respondent reports the household income for the months of April, May and June, 2006 in accordance with the tenancy agreement.

The applicant may file a future application for any additional rent which may be assessed for June, July and August, 2006.

Hal Logsdon
Rental Officer