

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARTHA KANATSIK**, 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 -

**MARTHA KANATSIK**

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 four hundred sixty four dollars (\$1464.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report any changes in any resident's income, the size of the respondent's family and the number of residents of the premises, in accordance with article 6 of the tenancy agreement.
3. 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 Apartment 106, 5465 - 52nd Street, Yellowknife, NT shall be terminated on September 29, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand four hundred sixty four dollars (\$1464.00) is paid in full and the respondent is in compliance with her obligations pursuant to article 6 of the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of September, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARTHA KANATSIK**

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

**Date of Decision:** September 6, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. 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 between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3810. The rent for April, May, June, July and August, 2006 were assessed at the full, unsubsidized rate of \$1096/month. The applicant stated that although the respondent had reported her income for those months she had failed to report that Dustin Jones was residing in the premises or to report any income that may have been earned by Mr. Jones.

Article 6 of the written tenancy agreement requires that certain information be provided to the landlord and any changes to that information be reported.

**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.

While the evidence suggests that the respondent is in breach of her obligation pursuant to article 6 of the tenancy agreement, in my opinion, the economic rent should not be applied as there is some information on which to base a subsidized rent. In Inuvik Housing Authority and Gary Harley (CV 04815, December 3, 1993, NWT Supreme Court), Hon. Justice Richard reviewed Inuvik Housing Authority vs Stewart and Kendi and concluded that the decision was consistent with previous decisions of the Court. Justice Richard writes,

In Inuvik Housing Authority vs. Stewart and Kendi (Rental Officer decision, January 11, 1993) the landlord alleged that the tenant had provided inaccurate income data and accordingly assessed full economic rent. Although the rental officer granted termination of the tenancy as the ultimate remedy, he re-assessed the rents for the relevant months at a lower figure based on the income data that was provided (even though allegedly inaccurate).

The rental officer's decisions in Sharpe and Allain, Stewart and Kendi and Day appear to be consistent with the decision of this Court in Koe.

Using the NWT Housing Corporation rent scale, I have recalculated the rent for the months of April, May, June, July and August, 2006 using the income data that was provided to the applicant by the respondent. The following rents are in accordance with the rent scale:

April	\$646
May	729
June	726
July	659
August	374
<b>Total</b>	<b>\$3134</b>

After adjusting the rent for April through August, 2006, I find the rent arrears to be \$1464, calculated as follows:

Balance as per rent statement	\$3810
Reversal of unsubsidized rents (April-August)	(5480)
Rents based on income (April-August)	<u>3134</u>
<b>Total rent arrears</b>	<b>\$1464</b>

I find the respondent in breach of her obligation to pay rent and her obligation to report changes to the household information pursuant to article 6 of the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and the respondent complies with her obligation to report the required information to the landlord regarding the total household income and number of residents.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1464 and to comply with her obligation to report any changes in any resident's income, the size of the respondent's family and the number of residents of the premises, in accordance with article 6 of the tenancy agreement. The order shall terminate the tenancy agreement on September 29, 2006 unless the rent arrears of \$1464 are paid in full and tenant has complied with the provisions of article 6 of the tenancy agreement.

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Hal Logsdon  
Rental Officer