

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANGELA GAGNON**, 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 -

ANGELA GAGNON

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 thousand two hundred sixty one dollars (\$5261.00).
2. 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 2012 Sissons Court, Yellowknife, NT shall be terminated on November 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full or the respondent reports the household income in accordance with Article 6 of the tenancy agreement between the parties.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of November, 2006.

Hal Logsdon
Rental Officer

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and **ANGELA GAGNON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ANGELA GAGNON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 7, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail 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 by failing to report the household income in accordance with the tenancy agreement.

The applicant 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 in evidence which indicated a balance of rent owing in the amount of \$5261. The full unsubsidized rent has been charged for the months of August, September, October and November, 2006. The applicant stated that the respondent had failed to report any income on which to base a subsidized rent for those months. A declaration from the Income Security Officer was provided in evidence.

Article 6 of the written tenancy agreement between the parties obligates the tenant to report the household income.

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.

I find the application of the economic rent to be reasonable as the respondent failed to provide a report of the household income on which to base a subsidized rent. I note that the landlord is obligated to change the rents for the months of August through November, 2006 to rents calculated in accordance with the rent scale if the respondent reports the household income. This could result in rent arrears which are considerably lower.

I find the respondent in breach of her obligation to pay rent and her obligation to report the household income. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears of \$5261 are paid or the respondent reports her household income in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5261 and terminating the tenancy agreement on November 30, 2006 unless the rent arrears are paid in full or the household income is reported in accordance with Article 6 of the tenancy agreement. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer