

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TARA VATCHER**, 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 -

TARA VATCHER

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 four thousand thirty one dollars and eighty five cents (\$4031.85).
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 2043 Sissons Court, Yellowknife, NT shall be terminated on December 15, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four thousand thirty one dollars and eighty five cents (\$4031.85) are paid in full and the respondent has

complied with her obligation to report the household income in accordance with the tenancy agreement.

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 1st day of December, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

TARA VATCHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 28, 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 failing to provide the household income information required by the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of 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 \$4031.85. The full unsubsidized rent of \$1577 has been charged for the months of September, October and November, 2006. The applicant stated that the full rent was applied because the respondent failed to provide any income information to the landlord or to the Department of Education, Culture and Employment (ECE) on which to calculate a rent based on income. The applicant provided a memo from ECE in evidence stating that no income information had been received.

Section 6 of the written tenancy agreement between the parties obligates the tenant to provide the landlord with an accurate report of the household income.

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 respondent in breach of her obligation to pay rent and her obligation to report the household income in accordance with the tenancy agreement. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$4031.85.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid and the household income is reported in accordance with the tenancy agreement. If the respondent reports her household income so that a subsidized rent may be calculated, the housing subsidy may cover a portion of the outstanding rent. However, if she fails to report her income, she will remain responsible for the full amount.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4031.85 and terminating the tenancy agreement on December 15, 2006 unless those rent arrears are paid in full and the household income is reported in accordance with the tenancy agreement. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer