

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JAMES MARK KAODLOAK**, 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

JAMES MARK KAODLOAK

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 four hundred four dollars (\$4404.00).
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 Unit #20, Lot 10, Block 2, Ulukhaktok, NT shall be terminated on October 13, 2006 unless the respondent reports the household income in accordance with article 6 of 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 19th day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JAMES MARK KAODLOAK**, 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.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JAMES MARK KAODLOAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 19, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant
James Mark Kaodloak, respondent

Date of Decision: September 19, 2006

REASONS FOR DECISION

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 also alleged that the respondent no longer met the requirements to occupy a three - bedroom unit due to the reduction in the household size. The applicant 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 copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$4404. The full unsubsidized rent of \$2186 had been assessed for the months of August, 2006 and September, 2006.

Article 6 of the tenancy agreement requires the tenant to report the household income

6. Tenant's Income

The Tenant promises to provide the Landlord or his subsidy agent, with an accurate report of the Tenant's income, the income of any resident, the size of the Tenant's family, or number of residents on the premises.

The applicant provided a statutory declaration from the community Income Security Officer stating that the respondent had not completed an application for a housing subsidy for the month of August, 2006. The applicant testified that the Income Security Officer position in the community was now vacant and tenants were required to report their income directly to the Housing Association. She testified that no income had been reported on which to base the

September, 2006 rent.

The applicant testified that the respondent had been requested to relocate to a one-bedroom unit as his family size no longer justified living in a three bedroom unit. The applicant stated that the respondent had failed to move to the smaller unit and it had eventually been allocated to another person. She stated that there were no vacant one-bedroom units in the community presently available for allocation. Article 3 of the tenancy agreement obligates a tenant to accept a transfer where the premises are no longer suitable.

3. Reallocation Transfer to Other Premises

The Tenant agrees to accept a transfer to other premises when, in the Landlord's opinion, the premises are no longer suitable.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to report the household income in accordance with the tenancy agreement. The application of the full unsubsidized rent is appropriate for the months of August, 2006 ad September, 2006 as the respondent failed to report any income information on which to base the rent. I find the rent arrears to be \$4404 but note that the applicant's subsidy agent is obliged to recalculate the rent for those months, based on the income of the household, should the respondent report the income in accordance with the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the

household income is promptly reported. An order shall issue terminating the tenancy agreement on October 13, 2006 unless the respondent reports the household income in accordance with article 6 of the tenancy agreement. An order shall also issue requiring the respondent to pay the applicant rent arrears in the amount of \$4404. Should the respondent report the household income, however, the applicant's subsidy agent is obliged to recalculate the rent for August, 2006 and September, 2006 and the respondent is obligated to pay only the revised balance. Should a revised balance remain unpaid, the applicant may make a future application for termination of the tenancy agreement. The respondent is also ordered to pay future rent on time.

Should the tenancy continue, the respondent should be prepared to accept a future transfer to a smaller unit. If such a transfer is proposed by the applicant and refused by the respondent, the applicant may make a future application terminating the tenancy.

Hal Logsdon
Rental Officer