

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BERTHA ZOE**, 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 -

**BERTHA ZOE**

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 five hundred fifty four dollars (\$4554.00).
2. Pursuant to sections 45(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2006 Sissons Court, Yellowknife, NT shall be terminated on May 31, 2007 and the respondent shall vacate the premises on that date unless the respondent reports 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 27th day of April, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BERTHA ZOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** April 27, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. 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 unless the respondent complies with her obligation to report the household income. The premises are subsidized public housing.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$4554. The full unsubsidized rent has been applied for the months of January, February, March and April, 2007. The applicant also provided an Assessment History Report in evidence, which is a document generated by the Income Security Program. The last entry on the report, in January, 2007, notes the status a "declined by client". The applicant stated that she had attempted to contact the Income Security Officer to clarify the meaning of this note but the officer was unavailable. The applicant believed that no income was reported by the respondent to enable rent to be calculated for those months.

As Rental Officer, I contacted the manager of the program who indicated that the respondent had not reported any income to enable the calculation of a subsidized rent for the months of January,

February, March or April, 2007.

Article 6 of the tenancy agreement between the parties sets out the tenant's obligation to report income.

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

As the respondent has failed to report any income on which to calculate a subsidized rent, the application of the full unsubsidized rent for the months of January - April, 2007 is reasonable. I find the rent arrears to be \$4554 and find the respondent in breach of her obligation to pay the rent and in breach of her obligation to report the household income. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent complies with her obligation to report the household income. Should the respondent report the household income in accordance with the tenancy agreement, the rent payable shall be adjusted as necessary to reflect a rent geared to income.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$4554 and terminating the tenancy agreement on May 31, 2007 unless the respondent complies with her obligation to report the household income in accordance with the tenancy agreement. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer