

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RANDY LEISK AND DARLENE LEISK**, Respondents;

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 -

RANDY LEISK AND DARLENE LEISK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand eight hundred ninety eight dollars (\$4898.00).
2. Pursuant to sections 41(4)(c), 45(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2002 Sissons Court, Yellowknife, NT shall be terminated on June 29, 2007 and the respondents shall vacate the premises on that date unless
 - a) the rent arrears in the amount of four thousand eight hundred ninety eight dollars (\$4898.00) are paid in full and,

- b) the respondents have reported the entire household income earned in the months of March, April and May, 2007 to the applicant or the applicant's subsidy agent in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of May, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RANDY LEISK AND DARLENE LEISK**, Respondents.

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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

RANDY LEISK AND DARLENE LEISK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Darlene Leisk, respondent
Randy Leisk, respondent
John Lemouel, representing the respondents

Date of Decision: May 23, 2007

REASONS FOR DECISION

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by the end of June, 2007. 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 \$6794. The full unsubsidized rent of \$1369 had been charged for the months of April and May, 2007. All other monthly rent had been assessed based on the income of the respondents. The applicant stated that the full unsubsidized rent had been assessed in April and May, 2007 because the respondents failed to supply any income information to either the landlord or the landlord's subsidy agent to permit the calculation of a rent based on income. An E-mail from the Income Security Officer confirmed that no income had been reported in March and April, the months used for the calculation of the April and May rents.

A previous order (File #10-9256, filed on December 7, 2006) required the respondents to pay rent arrears of \$1636 in monthly installments of \$300 and to pay future rent on time.

The respondents did not think that their rent had been assessed properly but offered no details or evidence that any error had been made, stating that they had not had time to prepare an adequate

defence. I note that the application, filed on April 23, 2007 was served on the respondents by registered mail sent on April 26, 2007 and confirmed delivered on May 4, 2007. The Notice of Attendance was also sent by registered mail on May 8, 2007 and confirmed delivered on May 10, 2007. The respondents had been aware of the allegations for nearly three weeks before the hearing and were informed of the hearing date twelve days in advance. In my opinion, this is adequate time to assemble any material to dispute allegations concerning rent.

The respondents noted that Mr. Leisk had been injured and was expecting some assistance through Worker's Compensation. Ms. Leisk noted that she had been so stressed caring for her husband and working at a new job, that she hadn't had time to report income or pay the rent.

The respondents provided a letter of employment for Ms. Leisk and a statement of income to April 30, 2007 in evidence but acknowledged that no income information had been provided to the landlord or the landlord's subsidy agent for the months of March or April, 2007.

I find the respondents in breach of their obligation to pay rent and in breach of the previous order to pay future rent on time. The rent statement indicates that the respondents have paid \$2200 in rent and received \$233 in electrical payment credits. While this is sufficient to satisfy the previous order to pay rent arrears it does not come close to satisfying their obligation to pay the monthly rent. Most of the January, 2007 is still outstanding as well as all of the February, March, April and May rent. No rent payments have been made since March 30, 2007.

I also find the respondents in breach of their obligation to report the household income in accordance with the tenancy agreement. Article 6 of the tenancy agreement sets out the obligation to report 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.

Although the income information provided by the respondents at the hearing has not been provided to the landlord and is no doubt incomplete as it does not include any income for Mr. Leisk, it was available to the rental officer at the hearing and should be taken into consideration. Following the precedents in *Inuvik Housing Authority vs. Sharpe and Allain* (Rental Officer decision, February 12, 1992), *Inuvik Housing Authority vs. Stewart and Kendi* (Rental Officer decision, January 11, 1993) and *Inuvik Housing Authority vs. Koe* [1992] N.W.T.R. 9, the rent for April and May, 2007 should be determined on the income made available to the rental officer at the hearing even though it is suspected to be incomplete or inaccurate. Utilizing the method of calculation set out in the tenancy agreement, the NWT Housing Corporation rent scale, I find the rent for April, 2007 to be \$253 and the Rent for May, 2007 to be \$589. I find the rent owing to be \$4898 calculated as follows:

Balance as per rent statement	\$6794
Less unsubsidized rents for April & May/07	(2738)
Plus April/07 rent based on reported income	253
Plus May/07 rent based on reported income	<u>589</u>
Balance of rent owing	\$4898

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

respondents promptly pay the outstanding arrears of \$4898 and report complete and accurate household income information.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4898 and terminating the tenancy agreement on June 29, 2007 unless

- a) the rent arrears in the amount of \$4898 are paid in full and,
- b) the respondents have reported the entire household income earned in the months of March, April and May, 2007 in accordance with the tenancy agreement to the applicant or the applicant's subsidy agent.

Hal Logsdon
Rental Officer