

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **KEVIN ALLEN AND SHARON ALLEN**, 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 **FORT SIMPSON, NT.**

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

KEVIN ALLEN AND SHARON ALLEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the previous order (file #10-9583, filed on June 27, 2007) is rescinded and the respondents are ordered to pay the applicant rent arrears in the amount of eighteen thousand nine hundred thirty three dollars (\$18, 933.00). The respondents shall pay the rent arrears in monthly payments of no less than two hundred dollars (\$200.00), the first payment becoming due on January 31, 2008. Thereafter, payments shall be made no later than the last day of every month until the rent arrears are paid in full.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall

comply with their obligation to report the household income in accordance with the 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 17th day of January, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

KEVIN ALLEN AND SHARON ALLEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 10, 2008

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant
Kevin Allen, respondent

Date of Decision: January 10, 2008

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$18,933. The full unsubsidized rent of \$2398 has been applied for the months of July, August, September, October, November and December, 2007. The applicant stated that the full unsubsidized rent was charged because the respondents failed to provide any income information to enable a rent based on income to be calculated. The applicant provided a memo from the Income Security Officer in evidence, confirming that the respondents had failed to provide any income information for those months. The rent statement indicates that no payments of rent have been made since September 10, 2007.

A previous order (file #10-9583, filed on June 27, 2007) ordered the respondents to pay rent arrears of \$7260 in monthly installments of no less than \$100 and to pay future rent on time. That order has obviously been breached.

The respondent stated that he had been experiencing difficulty obtaining income information from his employer and that because of his work obligations he had been unable to deliver any income information to the Income Security Officer or rent to the landlord. I can not accept the

respondent's testimony as a credible defence. It is the respondents' obligation to report their income. The employer can undoubtedly provide the information required. The task of delivering the income information and the rent is not onerous. If the respondents wish to benefit from the advantages of subsidized public housing, they must be prepared to meet their obligations as tenants.

Given the repeated breaches regarding rent and the breach of the previous order, the landlord is, in my opinion, entitled to the remedy of termination of the tenancy agreement. However the parties agreed to continue the tenancy agreement if the rent arrears were paid in installments of \$200/month plus the monthly rent.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable but note that the respondents are entitled to have the rent adjusted to income when and if they comply with the provisions to report income contained in article 6 of the tenancy agreement. I find the rent arrears to be \$18,933.

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

An order shall issue rescinding the previous order and ordering the respondents to pay the applicant rent arrears in the amount of \$18,933. The respondents shall pay the rent arrears in

monthly payments of no less than \$200, the first payment becoming due on January 31, 2008.

Thereafter, payments shall be made no later than the last day of every month until the rent arrears are paid in full. The respondents are also ordered to comply with their obligation to report the household income in accordance with article 6 of the tenancy agreement and to pay future rent on time.

Should the respondents fail to pay the rent arrears in accordance with this order or fail to pay the monthly assessed rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer