

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **EDWARD BLACKDUCK AND MARGARET BLACKDUCK**, 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 **BEHCHOKO, NT**.

BETWEEN:

**RAE-EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**EDWARD BLACKDUCK AND MARGARET BLACKDUCK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants in the residential complex.
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 tenancy agreement.
3. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant for charges relating to assistance provided to them to gain entry to the

premises when they had locked themselves out in the amount of twelve dollars and ninety three cents (\$12.93).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March, 2008.

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Hal Logsdon  
Rental Officer

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**RAE-EDZO HOUSING AUTHORITY**

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**EDWARD BLACKDUCK AND MARGARET BLACKDUCK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 21, 2008

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

**Appearances at Hearing:** John St. Louis, representing the applicant  
Mike Keohane, representing the applicant  
Rose Dryneck, representing the applicant

**Date of Decision:** March 7, 2008

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing specifically for senior citizens.

The applicant provided a copy of the tenant ledger in evidence which indicted a balance of rent owing in the amount of \$7429.93. Included in that amount is a charge of \$12.93 to assist the respondents to enter the premises after they had locked themselves out. Also included in the amount is a debit of \$91 marked only "April 2006 open. Bal. Adj.". I am unable to determine what this adjustment represents. The full unsubsidized rent has been charged in every month since April, 2007. The applicant stated that the subsidy had not been received from the Income Security Program and they assumed the respondents had failed to report any income on which to calculate a subsidized rent.

The applicant provided numerous notes to file and notices to the respondents outlining disturbances during the tenancy. The disturbances included drinking and noisy behaviour and gambling in the premises.

The respondents are 78 and 72 years old. Although the applicant stated that their son stayed with them occasionally, there is no evidence to suggest that any other persons live in the premises on an ongoing basis. The current rent scale exempts income earned by a senior citizen and seniors are not charged any rent unless there is other income in the household. Nevertheless, seniors must report their income in accordance with the tenancy agreement.

There is no evidence, in the form of notice, etc., requesting that the respondent's income information be updated and the tenancy agreement does not specify a frequency of reporting.

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 stated that senior citizens are required to report their income only once per year.

The ledger entries appear to suggest that income was reported in October, 2006 as a large adjustment made that month resulted in a zero balance. The November, 2006 assessment was zero, followed by the April assessment (four months appear to be missing on the ledger) of \$814, which is the full unsubsidized amount. The required frequency of reporting is certainly not clear from the tenancy agreement, notices or the testimony of the applicant. There is no direct evidence that the respondents are in breach of Article 6 of the tenancy agreement. Therefore, I can not find the application of the full unsubsidized rent to be reasonable. In my opinion, it is reasonable to order the respondents to comply with their obligation to report the household income as it appears it has not been updated in over a year.

In the matter of the alleged disturbance, I find the evidence clearly supports that other tenants in the residential complex have been repeatedly disturbed by the behaviour of the respondents. The applicant sought only an order requiring the respondents to not disturb other tenants again.

The charge for the lock-out is still outstanding and the amount of \$12.93 is reasonable.

An order shall issue requiring the respondents to comply with their obligation to report the household income in accordance with the tenancy agreement, comply with their obligation to not disturb other tenants in the residential complex and to pay the applicant the outstanding lock-out charges of \$12.93.

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Hal Logsdon  
Rental Officer