

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORMAN BYATT**, 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 -

NORMAN BYATT

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 five thousand six hundred ten dollars (\$5610.00).
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 Apartment 306, 5123 53rd Street, Yellowknife NT shall be terminated on February 29, 2008 and the respondent shall vacate the premises on that date, 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 8th day of February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **NORMAN BYATT**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

NORMAN BYATT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: February 7, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant stated that the respondent was still in possession of the rental premises. The respondent failed to appear at the hearing and the hearing was held in his 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 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 \$5610. The full unsubsidized rent has been charged for the months of September, October, November and December, 2007 and January, 2008. The applicant stated that the September, 2007 rent was based on the respondent's reported income but the full unsubsidized rent had been applied for the remaining months because the respondent failed to provide any income information on which to calculate the rent. An E-mail from the Income Security Officer confirms that no income information was received.

Article 6 of the tenancy agreement obligates the tenant to report the household income.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a

report.

I find the respondent in breach of his obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable as the respondent has also breached his obligation to provide the household income pursuant to Article 6 of the tenancy agreement. I find the rent arrears to be \$5610. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent promptly reports the household income. It should be noted that should the respondent report the household income he is entitled to have the rent adjusted accordingly.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5610 and terminating the tenancy agreement on February 29, 2008 unless the respondent reports the household income in accordance with Article 6 of the tenancy agreement. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer