

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,  
Applicant, and **JACK DAVID ROY OGILVIE YEADON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **FORT LIARD, NT.**

BETWEEN:

**HAMLET OF FORT LIARD SOCIAL HOUSING**

Applicant/Landlord

- and -

**JACK DAVID ROY OGILVIE YEADON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAMLET OF FORT LIARD SOCIAL HOUSING**,  
Applicant, and **JACK DAVID ROY OGILVIE YEADON**, 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.

BETWEEN:

**HAMLET OF FORT LIARD SOCIAL HOUSING**

Applicant/Landlord

-and-

**JACK DAVID ROY OGILVIE YEADON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2011

**Place of the Hearing:** Fort Liard, NT via teleconference

**Appearances at Hearing:** Melanie Louie, representing the applicant  
Jack David Roy Ogilvie Yeadon, respondent  
Jeannette Savoie, representing the respondent  
Pat Waugh, witness for the respondent

**Date of Decision:** February 15, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by operating a business from the rental premises, failing to report the household income monthly and failing to sign the house rules established by the applicant. The premises are subsidized public housing. The applicant withdrew their request for an order terminating the tenancy agreement and sought an order requiring the respondent to comply with the obligations and not breach them in the future.

The applicant stated that the respondent had been engaged in the business of selling straw and diamond willow from the rental premises. She stated that the respondent had ceased to do business from the premises and had signed an undertaking that he would not carry on a business from the premises in the future. The respondent's witness, who helped prepare the undertaking, stated she believed the undertaking had resolved the issue. The respondent stated he also understood the issue had been resolved.

The applicant alleged that the respondent was not reporting the household income monthly. The respondent stated that he had provided authorization to the landlord to view his income tax information and considered that sufficient. The respondent's 2009 return has been provided to the applicant.

The applicant stated that the respondent had refused to sign the house rules established by the

landlord. The respondent stated that he did not sign the house rules because they prohibited pets and he did not want to get rid of his dog.

The respondent acknowledged using the yard for the storage of straw and diamond willow. In my opinion, this is a breach of the obligation to not carry on a business on the premises but clearly the breach has been resolved. Although an order could be issued, in my opinion, the undertaking made by the respondent is just as effective and serves as a record that the respondent has promised to abide by the obligation in the future. In my opinion, no order is necessary.

The tenancy agreement is made in writing between the applicant and the respondent as sole tenant. 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.

The tenancy agreement sets out a monthly rent of \$1480 but article 9 of the agreement provides a 100% subsidy because the tenant is sixty years old or older.

#### **9. Application for Subsidy**

The tenant is 60 years + therefore eligible for a subsidy equal to his monthly rent. The subsidy will be applied automatically upon proof of age.

Clearly, the determination of the household income is unnecessary in order to calculate the rent and it would, in my opinion, be unreasonable to require income reporting solely for the purpose

of determining the rent. However, because the premises are subsidized public housing and continued eligibility is based on household income, some frequency of income reporting is required and reasonable. In my opinion, requiring the respondent to report the household income monthly is unnecessary in order to determine continued eligibility and is not reasonable. I would suggest that in this case, biannual or even annual income reporting would be entirely sufficient to determine continued eligibility. No order shall issue requiring monthly reporting.

Section 12(3) of the *Residential Tenancies Act* requires only that rules be in writing, made known to tenants and be reasonable. There is no requirement for the tenant to sign them. Some of the rules established by the applicant, such as the rule about pets, are not rules but obligations. They belong in the tenancy agreement. There is no requirement for an order.

I find only one breach of the tenancy agreement here - the carrying on of a business on the premises. Section 73 of the Act sets out an obligation of a rental officer which I think is relevant here.

**73. A rental officer shall encourage landlords and tenants to attempt to resolve their dispute themselves.**

I believe the parties have done this and see no requirement to issue an order. The application shall be dismissed.

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Hal Logsdon  
Rental Officer