

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **JUDITH GALE**, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

JUDITH GALE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant yard maintenance costs in the amount of sixty nine dollars and ninety cents (\$69.90).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income in accordance with section 6 of the tenancy agreement.
3. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0011, 65 St. Ann's Street, Fort

Smith, NT shall be terminated on August 1, 2011 and the respondent shall vacate the premises on that date unless the tenant has complied with the household income reporting requirements contained in section 6 of the tenancy agreement for the months of October, 2010 to July, 2011.

4. 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 21st day of July, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **JUDITH GALE**, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

JUDITH GALE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 14, 2011
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Kevin Mageean, representing the applicant Judith Gale, respondent
<u>Date of Decision:</u>	July 14, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to complete yard maintenance which was her obligation pursuant to the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and yard maintenance costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at June 1, 2011 in the amount of \$9664. The applicant stated that since the statement was generated, the July, 2011 rent of \$1212 had come due and no payments had been received, bringing the balance owing to \$10,876. The full unsubsidized rent of \$1212 has been charged in every month from November, 2010 to July, 2011. The applicant testified that the respondent had not provided any income information on which to calculate a subsidized rent.

The applicant provided photographs, work orders and invoices indicating that the grass had been left unattended around the house and had been cut on two occasions by the landlord on behalf of the tenant for a total cost of \$69.90.

The respondent did not dispute the allegations. She stated that she and the staff of the housing authority did not get along and that she had avoided any contact with them. As a consequence,

she had not provided any income information or paid any rent. The applicant stated that she had little or no income.

Article 6 of the tenancy agreement obligates the tenant to provide household income information to the landlord.

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. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

This obligation is an essential element of subsidized public housing. It ensures that the rent charged is affordable for the tenant and that the level of subsidy is appropriate to the tenant's financial need. It also serves to determine continuing eligibility for the program, ensuring that only those who are in need receive assistance. Failure to report income in accordance with this provision is, in my opinion, is a serious breach of the tenancy agreement.

The tenant can simply not report income and not pay rent because she does not get along with the housing association staff. There are necessary obligations and the respondent must find a method of fulfilling these obligations if she wants to continue to occupy public housing.

If the respondent truly does have limited income, the balance owing will be significantly less when adjusted to income. If she reports her income, the landlord is obligated to adjust it retroactively. In my opinion the tenancy agreement should continue provided the respondent

promptly reports her household income in accordance with article 6 of the tenancy agreement. If she fails to do so, the tenancy agreement should be terminated and the full unsubsidized rent applied.

I find the respondent in breach of her obligation to pay rent, her obligation to pay for yard maintenance costs and her obligation to report income. I find the yard maintenance costs of \$69.90 to be reasonable. An order shall issue requiring the respondent to pay the applicant yard maintenance costs of \$69.90 and to report her household income in accordance with Article 6 of the tenancy agreement. The tenancy agreement shall be terminated by order on August 1, 2011 unless the household income information for October, 2010 to July 2011 is provided to the landlord in accordance with article 6 of the tenancy agreement. The respondent is also ordered to pay future rent on time.

The applicant shall reassess the rents if the income information is provided by the respondent. If the resultant arrears are not paid in an orderly manner or the monthly rent is not paid on time, the applicant may file another application seeking an order to pay any balance of rent arrears and termination of the tenancy agreement.

Hal Logsdon
Rental Officer