

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 sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand four hundred fifty three dollars (\$2453.00). The respondent shall pay the rent arrears in monthly installments of two hundred four dollars (\$204.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on November 30, 2011.
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of forty three dollars and fifty six cents (\$43.56).
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 3rd day of
November, 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>	October 26, 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>	November 3, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had failed to satisfy a previous termination order that required her to report the household income on or before August 1, 2011. The applicant also alleged that the respondent had failed to pay rent or pay for costs related to cutting the grass and filling holes in the yard caused by her dog. The applicant sought an order evicting the respondent and requiring her to pay rent arrears and costs associated with the yard.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$14,440. The full unsubsidized rent has been applied in every month from November 2010 to present.

A previous order (file #10-12172, filed on July 26, 2011) terminated the tenancy agreement on August 1, 2011 unless the respondent had reported the household income in accordance with Article 6. Article 6 reads as follows:

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.

The respondent did provide a spreadsheet which listed actual income and expected income from various sources from September, 2010 to September, 2011. This was provided to the applicant on July 29, 2011. The applicant submitted that the information did not comply with the requirements

of the tenancy agreement because the respondent had not completed and returned verification of income forms from her employers. The respondent stated that the applicant had instructed her to have several alleged former employers complete these forms and return them to the applicant. She stated that two employers had refused to complete the form and that she had never worked for another employer that had been identified by the applicant.

In my opinion, providing an accurate report of income does not necessarily involve providing the proof of the report's accuracy. In most cases, the form of the report (such as pay stubs or an income tax assessment) will satisfy any question as to accuracy. It would not be unreasonable, in my opinion, to require a tenant to provide authorization for the release or verification of income information to the landlord. However, it is not the tenant's obligation to obtain the information from the employer, only to authorize its release. Although the applicant stated that it was only necessary for the tenant to sign the authorization part of the form, it was clearly the understanding of respondent that she was required to solicit the information from the former employers.

In my opinion, the respondent substantially complied with her obligation to report the household income as ordered. Therefore the tenancy agreement was not terminated on August 1, 2011. However, given the form and source of the information, I believe the applicant has reasonable grounds to question the accuracy and/or completeness of the information and it is entirely reasonable to require the respondent to authorize the release of income information to the applicant. Her failure to do so would, in my opinion, constitute reasonable doubt as to the

accuracy of the information she reported. The respondent did not object to providing the authorization and should sign the authorization(s) forthwith and return them to the applicant.

The application of the full unsubsidized rent is not reasonable.

In *Inuvik Housing Authority v Stewart and Kendi* (Rental Officer order 20-1631, filed on January 11, 1993) as cited in *Inuvik Housing Authority v. Harley* 1993 Can LII 2856 (NWT SC), it was confirmed that the rent should be assessed on the reported income even though it may be considered incomplete or inaccurate.

I have recalculated the rent based on the income reported by the respondent and find rent arrears of \$2453 calculated as follows:

November/10	\$522
December/10	483
January/11	563
February/11	563
March/11	202
April - October/11 @ \$32/month	224
Paid during period	<u>(104)</u>
Amount owing	\$2453

These rent arrears have accumulated over a 12 month period. In my opinion, it is not unreasonable to require the amount owing to be paid over the same length of time. An order shall issue requiring the respondent to pay the applicant rent arrears of \$2453 in monthly installments of \$204, payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on November 30, 2011. The respondent is also ordered to pay the

yard costs of \$43.56 and to pay the monthly rent on time.

Should the respondent fail to pay the monthly rent on time or pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement. The applicant may also file for further remedies should the income verification reveal that the income information provided by the respondent was incomplete or inaccurate.

Hal Logsdon
Rental Officer