

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANNIE KENDI**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ANNIE KENDI

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 two thousand three hundred eighty dollars and thirty cents (\$2380.30).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 104, 5114 - 53rd Street, Yellowknife, NT shall be terminated on January 25, 2013 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of two thousand three

hundred eighty dollars and thirty cents (\$2380.30) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANNIE KENDI**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ANNIE KENDI

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 9, 2012 continued on December 13, 2012
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Annie Kendi, respondent Adolphus Lennie, witness for the respondent Caroline Johnson, representing the respondent
<u>Date of Decision:</u>	December 13, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The tenancy agreement names Ms Kendi as the sole tenant but lists Adolphus Lennie and three others as occupants. The respondent had not reported any income for Mr. Lennie in 2011. Mr. Lennie requested a letter from the applicant verifying his 2011 residence as that of Ms Kendi for income tax purposes and the applicant obtained a copy of Mr. Lennie's 2011 Notice of Assessment. On September 25, 2012 the applicant re-assessed the respondent's rents for 2011 taking into consideration the unreported income of Mr. Lennie. This resulted in a charge of \$7224 to the rent account.

The applicant served a notice of termination on the respondent on September 27, 2012 terminating the tenancy agreement on October 31, 2012. The notice conforms to the requirements of notice set out in sections 51(5) and 55(3) of the *Residential Tenancies Act*. The respondent remained in possession of the premises and the applicant filed an *Application to a Rental Officer* seeking an eviction order and rent arrears.

At the November 9 hearing, the respondent stated that Mr. Lennie had not lived with her in 2011. Mr. Lennie testified that he had lived with his girlfriend, his father and had rented another

apartment during 2011. He acknowledged that he had filed his 2011 income tax using Ms. Kendi's address as his own. The matter was adjourned to permit the respondent the opportunity to provide additional evidence.

When the hearing was reconvened on December 13 the applicant stated that they had been provided with a tenancy agreement in Mr. Lennie's name and a statutory declaration from his father which established that Mr. Lennie did not reside with the respondent from March to August, 2011. The applicant stated that they had adjusted the rents for those months accordingly and would apply a credit of \$3612 to the respondent's rent account. The respondent and Mr. Lennie continued to submit that Mr. Lennie lived with his girlfriend in other months in 2011 but offered no evidence to rebut the 2011 income tax return evidence.

The applicant has applied the full unsubsidized rent of \$1625 for the months of November and December, 2012. In my opinion, this is reasonable as the tenancy agreement was terminated in accordance with the Act on October 31, 2012 and the respondent is now overholding. An overholding public housing tenant is not eligible for a subsidy.

The respondent's representative stated that she believed the respondent would be able to pay the rent arrears if the November and December rents were based on the respondent's income. The applicant agreed to rescind the notice of termination and assess the November and December, 2012 rents based on income if the respondent would consent to an order terminating the tenancy agreement and evicting the respondent unless the resultant arrears of \$2380.30 were paid on or

before January 25, 2013. The rent arrears were calculated as follows:

Balance as per statement	\$9082.30
Reverse Nov/Dec/rents	(3250.00)
Nov/Dec rents @ \$80/month	160.00
Rent adjustment- 2011	<u>(3612.00)</u>
Balance	\$2380.30

The respondent consented to the order, the applicant rescinded the termination notice and recalculated the November and December rents resulting in a balance of \$2380.30.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2380.30.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2380.30 and terminating the tenancy agreement on January 25, 2013 unless those arrears are paid in full.

An eviction order to be effective on January 28, 2013 unless the rent arrears are paid on or before January 25, 2013 shall be issued separately.

Hal Logsdon
Rental Officer