

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CECILE MACCAULEY, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

CECILE MACCAULEY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand one hundred five dollars (\$5105.00).
2. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on April 30, 2015 and the respondent shall vacate the premises on that date unless the respondent reports the household income in accordance with the tenancy agreement.
3. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not

breach her obligation to report the household income again.

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 6th day of March, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
CECILE MACCAULEY, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

CECILE MACCAULEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: March 5, 2015

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt and the respondent failed to appear. Canada Post confirmed that they left a notice at the respondents's address on February 2, 2015 advising the where the item could be picked up. The respondent was contacted by telephone on February 12, 2015 and advised of the notice and the date, time and location of the hearing. In my opinion it is reasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing proceed in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7598.20. The statement contains an arithmetic error posted on May 30, 2014 resulting in a balance which is \$5.00 more than the true balance. The true balance is \$7593.20.

The applicant has applied the full unsubsidized rent of \$1445 in the months of October, November and December, 2014. The applicant testified that the respondent had failed to report

any income information to enable the calculation of a subsidized rent for those months. Article 6 of the tenancy agreement between the parties 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. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

The applicant stated that they requested monthly income reporting for this tenancy.

I find the respondent in breach of her obligation to report the household income. She has persistently failed to meet this obligation throughout the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless this breach is corrected. An order shall issue terminating the tenancy agreement on April 30, 2015 unless the reporting is brought up to date and the respondent is also ordered not to breach this obligation again.

A previous order (file #20-13702, filed on December 17, 2013) required the respondent to pay rent arrears of \$14,814 and terminated the tenancy agreement on January 31, 2014 unless the respondent made some payments of rent on or before that date. The statement indicates that payments were made prior to January 31, 2014 and that a total of \$1325.80 has been paid by the respondent since the issuance of the previous order. It does not appear that the previous order has been filed in the Territorial Court but it may still be enforced for \$2488.20 calculated as follows:

- 4 -

Previous order	\$14,814.00
Subsidies applied (8 x \$1375)	(11,000.00)
Rent paid since order	<u>(1325.80)</u>
Residual of order	\$2488.20

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$7593.20.

Applying the unsatisfied balance of the previous order, an additional order shall issue requiring the respondent to pay \$5105 calculated as follows:

Rent arrears	\$7593.20
Unsatisfied portion of previous order	<u>(2488.20)</u>
New rent arrears	\$5105.00

The applicant's request for an eviction order is denied at this time. The applicant is granted leave to make a future application if this order is breached.

The respondent was advised by telephone that this order will be served on her by registered mail.

Hal Logsdon
Rental Officer