

IN THE MATTER between **LKHA on behalf of the NTHC**, Applicant, and **CM**, 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**, Deputy Rental Officer,

BETWEEN:

LKHA ON BEHALF OF THE

NTHC

Applicant/Landlord

-and-

CM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2019

Place of the Hearing: Lutsel K'e, Northwest Territories, via teleconference

Appearances at Hearing: MRC, representing the Applicant

LS, representing the Applicant

CM, Respondent

Date of Decision: April 21, 2019

REASONS FOR DECISION

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the lawful rent and by failing to repair damages to the rental premises which were the result of his negligence or persons he permitted on the premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, terminating the tenancy agreement, and evicting the Respondent. The premises are subsidized public housing.

The monthly tenancy agreement between the parties was made in writing and commenced on April 1, 2016.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance owing of \$16,001.95. This balance includes a charge for the replacement of a door for \$1,086.95. An invoice and work order were also provided in support of the repair costs. The full unsubsidized monthly rent of \$1,445 has been assessed for each month since July 2018. Prior to that date, the monthly rent was assessed at \$70. The Applicant stated that the Respondent had not filed his income tax and was therefore charged the full unsubsidized rent.

The Respondent acknowledged that he had not filed his income tax or provided any other income information to the landlord. He stated that his income tax return had been completed by a tax preparer but since he owed money to CRA and was not able to pay it, he had not filed the return or provided it to the landlord.

Article 6 of the tenancy agreement sets out the Tenant's obligation to report household income,

Tenant's Income

The Tenant promises to provide the Landlord, or any agent of the Landlord specified to the Tenant in writing, with an accurate report of the Tenant's income, the income of all other authorized occupants of the premises, and the names, ages and gender of all persons who will occupy the Premises at such times as (sic) in such forms as may be specified by the Landlord from time to time.

Although I have not found any notice to the Respondent or other public housing tenant outlining the form of income reporting required, from the information provided at the hearing, it is my understanding that public housing tenants are required to file a CRA *Notice of Assessment* or provide the CRA with authorization to release income information to the landlord. In my opinion, the submission of a prepared income tax return, whether filed or unfiled, provides the income information in the same form as a CRA *Notice of Assessment* and would fulfil the income reporting requirements contained in the tenancy agreement.

Notwithstanding the above, the Respondent has not filed any household income information, in any form with the landlord. Clearly, he is in breach of article 6 of the tenancy agreement and an order requiring his compliance is entirely reasonable. In my opinion, it is also reasonable to terminate the tenancy agreement should the Respondent continue to fail to provide any income information.

The request for an order requiring the Respondent to pay the alleged rent arrears is denied. Should the Respondent comply with his obligation to report the household income and the rent is re-assessed, it is likely the rent arrears will be significantly reduced or possibly even eliminated. If the Respondent fails to comply with the order to report income, the landlord may file another application seeking rent arrears and an eviction order.

The Respondent denied that the damage to the door was caused by him or anyone that he permitted to enter the premises. He testified that he was in the house when a person or persons tried to forcefully enter the premises. He testified that he thwarted their efforts to enter by barring the door with a piece of lumber.

Section 42 outlines a tenant's obligation to repair damages to the rental premises.

42. (1) *A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.*

The evidence does not support that the door was damaged by the tenant or persons he permitted in the premises. The request for an order requiring the Respondent to pay for the repairs is denied.

An order shall issue requiring the Respondent to report the household income in accordance with the tenancy agreement on or before May 30, 2019 and terminating the tenancy agreement on May 31, 2019 if the tenant fails to provide any income information to the Respondent.

Hal Logsdon
Deputy Rental Officer