

IN THE MATTER between **FSHA on behalf of the NTHC**, Applicant, and **EM**, 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:

FSHA ON BEHALF OF THE

NTHC

Applicant/Landlord

-and-

EM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 26, 2019
<u>Place of the Hearing:</u>	Yellowknife, NT, via teleconference
<u>Appearances at Hearing:</u>	AH, representing the Applicant
<u>Date of Decision:</u>	June 26, 2019

REASONS FOR DECISION

The Respondent was served with a copy of the filed application and notice of attendance by registered mail which was confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises, and failing to report the household income in accordance with the tenancy agreement. The rental premises are subsidized public housing.

The Applicant withdrew their request for an order requiring payment of the alleged rent arrears and repair costs and termination of the tenancy agreement in favour of an order requiring the Respondent to pay future rent on time and report the household income.

The Applicant provided a copy of the tenant lease balance statement which indicated a balance owing in the amount of \$333.33. The Applicant also provided several work orders indicating repairs which had been undertaken by the landlord to repair tenant-caused damages to the premises. The Applicant also provided several notices to the tenant requesting a report of the tenant's household income and testified that the Respondent had failed to provide this information.

Article 6 of the written tenancy agreement obligates the tenant to provide a report of the tenant's household income when such a report is requested.

Applying payments made to the oldest debts, both repair cost and rent, I find that all the repair costs have been paid, leaving rent arrears of \$333.33 outstanding.

I find the Respondent in breach of his obligation to pay rent and his obligation to report the household income in accordance with the tenancy agreement. An order shall issue requiring the Respondent to pay future rent on time and to report the household income in accordance with the tenancy agreement.

Hal Logsdon
Deputy Rental Officer