

IN THE MATTER between **NTHC**, Applicant, and **SP**, 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:

**NTHC**

Applicant/Landlord

-and-

**SP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 12, 2020

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP, representing the Applicant

**Date of Decision:** February 12, 2020

**REASONS FOR DECISION**

The Respondent was personally served with a notice of attendance and a filed application on January 22, 2020, but failed to appear at the hearing. The hearing was held in their absence.

The premises are subsidized public housing. The monthly tenancy agreement between the parties was made in writing and commenced on April 16, 2016. 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, terminating the tenancy agreement, and evicting the Respondent.

The Applicant stated the Respondent went into arrears in July 2019. A lease balance statement entered in evidence by the Applicant indicates a balance of rent owing in the amount of \$10,590. In seven of the past ten months, the Applicant has been charged the full unsubsidized rent of \$1,445. The Applicant testified that the full unsubsidized rent had been charged because the Respondent had failed to report the household income in accordance with the written tenancy agreement.

Article 6 of the tenancy agreement obligates the tenant to report the household income and Article 7 obligates the landlord to charge a rent based on the public housing rent scale which is based on the tenant's assessable household income. The obligation to report income is an essential principle of subsidized public housing.

I hesitate to make an order for the rent arrears as it is likely that the balance will be significantly reduced should the Respondent comply with his obligation to report the household income. However, it is essential that the Respondent comply with that obligation if the tenancy agreement is to continue.

I find the Respondent in breach of their obligation to report the household income in accordance with the tenancy agreement. An order shall issue requiring the Respondent to comply with the obligation and terminating the tenancy agreement on March 15, 2020, unless the household income has been reported. The Applicant may file a future application seeking rent arrears and an eviction order should the tenancy agreement be terminated by this order.

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Hal Logsdon  
Rental Officer