

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EBONY MAITLAND**, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

EBONY MAITLAND

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #10-7342, filed on April 15, 2003) is rescinded and the respondent shall pay the applicant rent arrears in a lump sum in the amount of two thousand four hundred fourteen dollars and twenty one cents (\$2414.21).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity in accordance with the tenancy agreement.

3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 303-600 Gitzel Street, Yellowknife, NT shall be terminated on August 29, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of August, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EBONY MAITLAND**, 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-

EBONY MAITLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Mary George, representing the applicant

Date of Decision: August 13, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 7, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity which was her obligation pursuant to the tenancy agreement and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the rent arrears and electrical costs and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2728.21. The applicant also testified that the respondent's account with the supplier of electricity was in arrears and provided a statement from the supplier which indicated a balance owing of \$208.33.

A previous order was filed on April 15, 2003 (File #10-7342) which required the respondent to pay the applicant rent arrears, costs of electricity paid on her behalf and the outstanding security deposit. The order permitted the respondent to pay the total amount in monthly installments of at least \$100 commencing on May 1, 2003.

The evidence indicates that the respondent has not made any payments since the previous order

was filed and has also failed to pay for electricity. It appears that the respondent has little intention of addressing the arrears or her other obligations as a tenant despite her previous statements that she would be able to meet the agreed upon schedule of payments. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall be issued terminating the tenancy and requiring the respondent to vacate the rental premises on August 29, 2003.

The landlord is a provider of subsidized public housing and charges rent geared to the household income of the tenant in accordance with the approved rent scale. The rent for the months of July and August, 2003 was assessed at \$1171. The applicant noted that this was the full unsubsidized rate and was charged because the tenant had failed to sign a new tenancy agreement and had failed to report any income on which to calculate the rent.

The applicant stated that since the rent named in Schedule "A" of the tenancy agreement was changed, there was an obligation on the tenant to sign a new tenancy agreement reflecting the revised amount. I disagree. Rent increases do not require new tenancy agreements, only sufficient notice of the increase. In this case, section 7 of the tenancy agreement sets out a one month notice as sufficient to increase the Schedule "A" amount. Such notice acts to amend the agreement and failure to sign a new agreement is not a breach on the part of the tenant.

Section 6 of the tenancy agreement states:

The tenant promises to provide the Landlord with an accurate report of the Tenant's

income and the income of all of the residents of the premises and shall notify the Landlord of any changes in any resident's income, in the size of the Tenant's family, or number of residents of the premises.

Referring to this clause in another public housing tenancy agreement Mr. Justice J.E. Richard wrote in *Inuvik Housing Authority and Gary Harley*.

In the present case it is an express term of the tenancy agreement that a tenant is to provide income data on a regular monthly basis to the landlord. The tenant, by entering into the tenancy agreement, obliges himself to do so. This is not an unreasonable obligation. On the contrary, it is entirely reasonable.

On January 13, 2003 the respondent was served notice to update her income declaration.

Although a household income form dated April 3, 2003 appears with the applicant's application to a rental officer as evidence, the applicant stated that it was not filed by or signed by the respondent but generated by the landlord without verification of the respondent's income. The applicant stated that she believed the respondent was working as the respondent had stated so in her testimony at the previous hearing in April, 2003.

In my opinion, the applicant was entitled to charge the full, unsubsidized rent as the applicant asked the respondent to update the form and the respondent failed to provide any income information on which to calculate the rent. However, I find the full unsubsidized rent to be \$1014/month, not \$1171/month. Schedule "A" of the tenancy agreement between the parties sets out \$1014/month and I see no evidence of any amendment by way of notice of rent increase. I find the rent arrears to be \$2414.21 calculated as follows:

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Balance as per statement	\$2728.21
July and August rent reversed	(2342.00)
July rent	1014.00
August rent	<u>1014.00</u>
Balance owing applicant	\$2414.21

The order shall rescind the previous order and require the respondent to pay rent arrears in the amount of \$2414.21 in a lump sum.

The landlord has not paid the outstanding charges for electricity on behalf of the respondent. The order shall therefore require the respondent to comply with her obligation to pay for the costs of electricity by paying the supplier of electricity for all outstanding amounts.

Hal Logsdon
Rental Officer