

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**JANEY AREY AND JIMMY AREY**, Respondents;

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 **INUVIK, NT**.

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**JANEY AREY AND JIMMY AREY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand three hundred dollars and thirty seven cents (\$3300.37).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as LH 81, 83A Bonnetplume Road, Inuvik, NT shall be terminated on November 30, 2004 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of  
November, 2004.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

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BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

-and-

**JANEY AREY AND JIMMY AREY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 25, 2004**

**Place of the Hearing:**                      **Inuvik, NT**

**Appearances at Hearing:**                      **Victoria Boudreau, representing the applicant**  
**Diana Tingmiak, representing the applicant**  
**Janey Arey, respondent**  
**Jimmy Arey, respondent**

**Date of Decision:**                      **October 25, 2004**

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and by failing to accurately report the household income in accordance with the written tenancy agreement between the parties. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that the respondents' income tax information had been compared to the household income declarations and pay stubs submitted for 2003. The applicant testified that the comparison indicated that \$8524.87 had not been declared as income. The applicant reassessed the rent for each month between February, 2003 and January, 2004 based on the actual household income resulting in an additional \$1919 of rent being assessed.

The applicant provided a statement of the rent account which indicated rent arrears before the reassessment in the amount of \$1381.37. Adding the reassessed amounts to the previous arrears results in a balance owing of \$3300.37.

The respondents did not dispute the allegations and stated that they would pay the arrears in full.

The premises are subsidized public housing and the rent is calculated based on the declared household income. In accordance with article 6 of the tenancy agreement, the tenant is obligated to "provide the Landlord with an accurate report of the Tenant's income and the income of all of

the residents of the premises..." Rent based on household income is a cornerstone of the social housing program. Charging rent in accordance with the ability to pay ensures that all tenants can afford the rent. The accurate reporting of household income is essential in ensuring fairness. In my opinion, the misrepresentation of household income is a serious breach of the public housing tenancy agreement and the evidence suggests that the failure to report certain income was not merely an oversight by the tenants.

I find the respondents in breach of their obligation to pay rent and their obligation to accurately report the household income. In my opinion there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3300.37 and terminating the tenancy agreement on November 30, 2004.

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Hal Logsdon  
Rental Officer