

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VIOLET WALTERS**, 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 -

VIOLET WALTERS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand nine hundred three dollars (\$3903.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 751 Bigelow Crescent, Yellowknife, NT shall be terminated on February 15, 2007 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of January, 2007.

Rental Officer

Hal Logsdon

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VIOLET WALTERS**, Respondent.

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

VIOLET WALTERS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **January 18, 2007**

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

Appearances at Hearing: **Julie Forget, representing the applicant**

Date of Decision: **January 19, 2007**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 and terminating the tenancy agreement.

A similar application was previously filed by the landlord against the respondent and was heard in October, 2006 (*Yellowknife Housing Authority and Violet Walters, File #10-9233, Filed on October 19, 2006*). No rent could be determined for the months of April, 2006 to September, 2006 because, although some income had been reported, the Income Security Officer believed some information was missing and refused to assess the rent or provide the subsidy to the landlord. The respondent was ordered to report the household income in accordance with the tenancy agreement on or before November 15, 2006 and the tenancy terminated on that date unless the household income was reported.

It appears that the respondent has complied with the previous order and the Income Security Officer has calculated the rent for April, May, June, July, August, September and October, 2006 based on the income provided.

The applicant alleged that the respondent has again failed to report any income in order to calculate the rents for December, 2006 and January, 2007. The applicant provided a copy of the rent statement in evidence which indicates a balance of rent owing in the amount of \$3903. The full unsubsidized rent of \$1337 has been applied for those months. An e-mail memo from the Income Security Officer confirms that no income was reported.

I find the respondent again in breach of her obligation to report income and find rent arrears in the amount of \$3903. In my opinion, the application of the full unsubsidized rent is reasonable as the respondent has failed to provide any report of household income so that a rent may be calculated. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3903 and terminating the tenancy agreement unless the rent arrears are paid in full. If the respondent reports the household income as required by the tenancy agreement, the rent subsidy will, in all likelihood, reduce the amount of arrears the respondent must pay. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer