

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TRINA SIBBESTON**, 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 -

TRINA SIBBESTON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine thousand five hundred fifty eight dollars (\$9558.00). The respondent shall pay the arrears in monthly payments of at least fifty dollars (\$50.00). The first payment shall be due on August 31, 2008 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.
2. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 652 Williams Avenue, Yellowknife, NT shall be terminated on August 15, 2008 and the respondent shall vacate the premises on that date, unless the applicant reports the household income for the months of March, April, May, June and July, 2008 in accordance with the tenancy agreement.

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 31st day of July, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TRINA SIBBESTON**, 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-

TRINA SIBBESTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 30, 2008**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Trina Sibbeston, respondent

Date of Decision: **July 30, 2008**

REASONS FOR DECISION

The applicant noted that the respondent's name was incorrectly spelled on the application. The style of cause of the order shall be amended to reflect the correct spelling of the respondent's name.

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. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$9558. The full unsubsidized rent had been applied in the months of April, May, June and July, 2008. The statement indicates that no rent has been paid by the respondent since October, 2007.

The respondent did not dispute the allegations and acknowledged that she had not reported any income information to the subsidy agent. The respondent stated that she was currently unemployed but would try to pay the arrears in monthly payments.

Article 6 of the tenancy agreement obligates the tenant to report the household income.

6. Tenant's Income

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing

on the Premises, whenever, and as often as, the subsidy agent requests such a report.

When a tenant fails to provide any income information to the subsidy agent, the landlord is entitled to demand the full unsubsidized monthly rent for the premises.

I find the statement in order and the application of the full unsubsidized rent reasonable. I find the rent arrears to be \$9558.

The parties agreed that the rent arrears could be paid in monthly installments of \$50 provided the monthly rent was paid on time.

Notwithstanding the agreement between the parties, in my opinion, it is essential that the respondent report the household income in accordance with the tenancy agreement. Rent based on income is a basic principle of subsidized public housing and all tenants must comply with the obligation to report income, not only so that a reasonable rent may be calculated but to establish on-going eligibility for assistance. To ignore this obligation and the obligation to pay rent is a serious breach of the tenancy agreement. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondent reports the household income. I note that the full unsubsidized rents which have been applied will be adjusted accordingly if the respondent complies with this obligation.

An order shall issue requiring the respondent to pay rent arrears of \$9558 in monthly installments of at least \$50 and to pay the monthly rent on time. The arrears payments shall be due no later than

the last day of every month with the first payment being due on August 31, 2008. The order shall terminate the tenancy agreement on August 15, 2008 unless the respondent reports the household income for the months of March, April, May, June and July, 2008 in accordance with the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
