

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **JONATHAN SQUIRREL**, 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 **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

JONATHAN SQUIRREL

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 six thousand five hundred ninety dollars (\$6590.00). The respondent shall pay the rent arrears in monthly installments of no less than fifty dollars (\$50.00) payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due no later than December 31, 2008.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to provide an accurate report of the household income by

providing the subsidy agent the complete and accurate household income information for the month of April, 2008.

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 26th day of November, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

JONATHAN SQUIRREL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 19, 2008

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Ann O'Hare, representing the applicant
Jonathan Squirrel, respondent

Date of Decision: November 19, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant stated that the parties had come to an agreement concerning the repayment of the arrears and asked that an order be made requiring the repayment of the arrears in accordance with that agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated rent owing in the amount of \$7810. The full unsubsidized rent was applied in May, 2008. A memo from the subsidy agent indicates that the full unsubsidized rent was applied because the income information provided by the respondent for the month of April, 2008 was incomplete. A Housing Subsidy Summary Report, submitted in evidence by the applicant shows that the rent calculated on the allegedly incomplete reported income would have been \$424.

The respondent did not dispute the allegations. He stated that he had failed to provide one pay stub for his April, 2008 income.

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

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.

The practice of assessing the full unsubsidized rent when household income information is available but allegedly incomplete or inaccurate is not consistent with decisions of the NWT Supreme Court. In *Inuvik Housing Authority and Gary Harley*, [1994] NWTR 131, The Hon. Justice J.R. Richard wrote,

“In Inuvik Housing Authority vs Stewart and Kendi (Rental Officer decision, January 11, 1993) the landlord alleged that the tenant had provided inaccurate income data and accordingly assessed full economic rent. Although the rental officer granted termination of the tenancy as the ultimate remedy, he reassessed the rents for the relevant months at a lower figure based on the income data that was provided (even though allegedly inaccurate).”

Justice Richard continues in line 29 of the decision,

“The rental officer’s decisions in Sharpe and Allain, Tingmiak, Stewart and Kendi and Day appear to be consistent with the decision of this Court in Koe.”

I find the respondent in breach of his obligation to pay rent and his obligation to accurately report the household income in accordance with the tenancy agreement. However, I do not agree that the full unsubsidized rent should have been applied for the month of May, 2008. I find the rent owing to be \$6590, calculated as follows:

| | |
|---|------------|
| Rent arrears as per statement | \$7810 |
| Reverse May/08 rent | (1644) |
| Apply May rent according to reported income | <u>424</u> |
| Rent arrears | \$6590 |

An order shall issue requiring the respondent to pay the applicant the rent arrears in monthly installments of no less than \$50.00 payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2008. The order shall also require the respondent to report the full accurate household income for April, 2008 in accordance with Article 6 of the tenancy agreement and to pay future rent on time.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full amount of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer