

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
JOANNE GREEN, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

JOANNE GREEN

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 ten thousand two hundred fifty three dollars and fifty three cents (\$10,253.53). The respondent may pay the rent arrears in monthly installments of 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 on August 31, 2009.
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0029, Paulatuk, NT shall be terminated on August 31, 2009 and the respondent shall vacate the premises on that date,

unless the respondent reports the household income information to the subsidy agent in accordance with article 6 of the tenancy agreement for the months of April, May and June, 2009.

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 6th day of August, 2009.

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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOANNE GREEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 30, 2009**

Place of the Hearing: **Paulatuk, NT via teleconference**

Appearances at Hearing: **Keith Dowling, representing the applicant**
 Eileen Ruben, representing the applicant
 Phoebe Ruben, witness for the applicant
 Joanne Green, respondent

Date of Decision: **August 6, 2009**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent arrears in the amount of \$10,253.53. The full unsubsidized rent has been applied for the months of May, June and July, 2009. The applicant's witness, the subsidy agent, testified that she had not received any income information from the respondent which would enable her to calculate a rent based on the household income. Article 6 of the tenancy agreement obligates the tenant to report the household income. The rent is calculated based on the household income for the prior month.

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 applicant stated that the respondent had entered into a repayment agreement to pay the arrears in monthly installments of \$50 but had failed to make any payments. The ledger indicates that the last payment of rent was made in March, 2009.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$10,253.53. I find the application of the full unsubsidized rent to be reasonable but note that if the respondent complies with her obligation to report the household income, the rent must be adjusted in accordance with the *GNWT Public Housing Rental Subsidy Program*. I also note that, should the respondent report the household income as required, the amount of rent may well be considerably lower than it is at present.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondent reports her income promptly. The very basis of the *Public Housing Program* is to provide housing at a rent that is based on income. Therefore an order shall issue terminating the tenancy agreement on August 31, 2009 unless the household income for April, May and June, 2009 is reported in accordance with article 6 of the tenancy agreement. In my opinion, should the respondent report the income as ordered, the tenancy agreement should continue, provided the respondent pays the arrears in monthly installments of at least \$50/month and pays the monthly assessed rent on time. An order shall issue requiring the rent arrears to be paid in this manner and ordering the respondent to pay the monthly assessed rent on time.

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

Hal Logsdon
Rental Officer