

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **PATRICIA HARDISTY**, 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 -

PATRICIA HARDISTY

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 seven thousand five hundred seventy two dollars (\$7572.00).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #37, 10205 Antoine Avenue, Fort Simpson, NT shall be terminated on March 15, 2010 and the respondent shall vacate the premises on that date, unless the household income for the months of July and August, 2008 and December, 2009 are reported to the subsidy agent in accordance with Article 6 of 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 19th day of February, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

PATRICIA HARDISTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2010

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: February 18, 2010

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. 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. 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 \$7572. The full unsubsidized rent has been applied in the months of August and September, 2008 and January, 2010. A memo from the subsidy agent indicates that the respondent has failed to provide the income reports that would enable the calculation of a rent based on the respondent's household income for those months.

Article 6 of the tenancy agreement obligates the tenant to provide reports of the household income to the subsidy agent.

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. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

I find the tenant in breach of her obligation to report the household income to the subsidy agent

and her obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$7572 but note that the landlord is obligated to adjust the rents for August and September, 2008 and January, 2010 as necessary, if the respondent reports the household income.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the missing income information is reported in accordance with Article 6 of the tenancy agreement. Since the rent is based on the prior month's household income, the missing months are July and August, 2008 and December, 2009.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$7572 and terminating the tenancy agreement on March 15, 2010 unless the household income for July and August, 2008 and December, 2009 are reported to the subsidy agent in accordance with Article 6 of the tenancy agreement. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer