

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **PETER CHARLO**, 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 **DETTAH, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

PETER CHARLO

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 fifty three thousand four hundred ninety eight dollars and seventy six cents (\$53,498.76).
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 508, Dettah, NT shall be terminated on May 31, 2010 and the respondent shall vacate the premises on that date, unless the respondent complies with his obligation to provide household income information in accordance with Article 6 of the tenancy agreement. The required information shall be

provided for the period May, 2008 to April, 2010.

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 20th day of April, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **PETER CHARLO**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

-and-

PETER CHARLO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rose Black, representing the applicant
Peter Charlo, respondent

Date of Decision: April 20, 2010

REASONS FOR DECISION

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 copy of the rent ledger in evidence which indicated a balance of rent owing as at February 28, 2010 in the amount of \$51,284.76. The full unsubsidized rent has been assessed in every month since June, 2008. The applicant provided a memo from the subsidy agent in evidence which stated that the respondent had not provided any household income information since that date to enable subsidized rents to be calculated. The rent ledger indicates that there have been no payments of rent made since July, 2008.

The respondent did not dispute the allegations and stated he didn't understand how to report his income.

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

Reporting income and paying rent based on income are fundamental elements of the public housing program and the failure to report income or pay rent are serious breaches of a tenant's obligations. In this matter, the landlord has been more than lenient. On March 1, 2010 the applicant advised the respondent that they had filed an *Application to a Rental Officer* requesting termination of the tenancy agreement but were willing to work with the respondent to arrange a reasonable repayment schedule. There is no indication that the respondent made any effort to pay rent, report income or discuss the matter with the landlord. It is difficult to accept the respondent's statements concerning his confusion about the process when he managed to report his income up until he quit doing so in 2008. He certainly could have accepted the landlord's offer of help but did not contact them for assistance.

In my opinion, if the respondent wishes to continue to live in these premises, he must promptly report all of the missing months of income to the subsidy agent and immediately make arrangements with the applicant to begin paying the monthly rent plus some agreed upon amount toward the arrears.

Therefore, an order shall issue requiring the respondent to pay the applicant rent arrears which I find to be \$53,498.76, calculated as follows:

| | |
|---------------------------|----------------|
| Balance at February 28/10 | \$51,284.76 |
| plus March/2010 rent | 1107.00 |
| plus April, 2010 rent | <u>1107.00</u> |
| Balance owing applicant | \$53,498.76 |

The order shall terminate the tenancy agreement on May 31, 2010 unless the respondent reports

the household income for all of the missing months (May, 2008 to April, 2010). The order will require the respondent to pay all future rent on time.

If the respondent reports income in accordance with this order on or before May 31, 2010 the tenancy will continue. However, should the tenant subsequently fail to pay the assessed rent every month or fail to come to a reasonable arrangement for the payment of the arrears and pay each month, the applicant may file another application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer