

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MELISSA CHARLO AND JONATHAN LAFFERTY**, Respondents;

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 -

MELISSA CHARLO AND JONATHAN LAFFERTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to report the household income in accordance with Article 6 of the tenancy agreement.
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 101, Dettah, NT shall be terminated on May 31, 2010 and the respondents shall vacate the premises on that date, unless the respondents comply with their obligation to provide household income information in accordance with Article 6 of the tenancy agreement. The required information shall be

provided for the period March, 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

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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-and-

MELISSA CHARLO AND JONATHAN LAFFERTY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 14, 2010

Place of the Hearing: Yellowknife, NT

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

Date of Decision: April 20, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents 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 \$38,894.80. The full unsubsidized rent has been assessed in every month since April, 2008.

The applicant stated that they had forwarded income information for Ms Charlo but had not received any income information regarding Mr. Lafferty's income. A memo from the subsidy agent seems to indicate that both parties need to appear at her office to sign some paperwork and that the subsidy agent needs to contact Revenue Canada to obtain additional information on Mr Lafferty's employer. The evidence suggests that some information has been provided to the subsidy agent but it has been deemed to be incomplete.

The respondent did not dispute the allegations. She stated that she stopped attending the subsidy agent's office because she found staff to be "rude". I assume that is why she has been providing information to the landlord who has been forwarding it to the subsidy agent. She stated that she was willing to try to pay the arrears.

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.

The accurate and complete reporting of household income for the determination of an affordable rent is a fundamental principle of the public housing program and a breach of this obligation is, in my opinion, sufficient grounds to terminate a tenancy agreement. The landlord has been both lenient and helpful in this matter but the respondent has failed to provide all of the information required and has not paid any rent since October, 2009.

In my opinion, the application of the full unsubsidized rent is not reasonable where there has been income information provided by the tenant but the information is deemed to be incomplete or inaccurate. While the termination of the tenancy agreement may be a reasonable remedy in this situation, the application of the full unsubsidized rent is inconsistent with the NWT Supreme Court's decision in *Inuvik Housing Association vs. Dianne Koe and Jim Francis* [CV03078, November 19, 1991].

I am unable to determine the rent for the months the full unsubsidized rent was applied as there was no income information available to me. Ignoring the months the full unsubsidized rent was applied, results in a credit balance on the rent account. Therefore I am unable to find what amount of rent is currently owing, if any.

In my opinion, if the respondents wish to continue to live in these premises, they must promptly report all of the household income to the subsidy agent and immediately make arrangements with the applicant to begin paying the monthly rent plus some agreed upon amount toward any arrears.

Therefore, an order shall issue terminating the tenancy agreement on May 31, 2010 unless the respondents report all of the household income for all of the incomplete months (March, 2008 to April, 2010). The order will require the respondents to pay all future rent on time.

If the respondents report complete income information in accordance with this order on or before May 31, 2010 the tenancy will continue. However, should the respondents subsequently fail to pay the assessed rent every month or fail to come to a reasonable arrangement for the payment of any resultant arrears after assessment, the applicant may file another application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer