

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**ELAINE LAROCQUE**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ELAINE LAROCQUE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand eight hundred ninety seven dollars and thirty six cents (\$3897.36). The rent arrears shall be paid in monthly installments of three hundred dollars (\$300.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on May 31, 2010.
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income 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 7th day of May,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**ELAINE LAROCQUE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2010

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Willa-Jean Conroy, representing the applicant  
Elaine Larocque, respondent  
Byron Brockway, representing the 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 unless the rent arrears were paid in full. 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 \$3897.36. The full unsubsidized rent has been applied in every month since July, 2009. The applicant provided a statutory declaration from the subsidy agent stating that the respondent had not filed any income information since that time.

The respondent did not dispute the allegations and stated that she could pay the rent arrears in monthly installments. The parties agreed that if monthly payments of \$300 in addition to the assessed monthly rent was paid each month, the tenancy agreement would continue.

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 assessment of rent based on income is a fundamental principle of subsidized public housing and the fairness of the program and the efficient distribution of public housing subsidies rely on

the reporting of income. Failure to do so is, in my opinion, a serious breach of a public housing tenant's obligations.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable and note that should the tenant report the household income for prior months, the rent must be adjusted as necessary. I find the rent arrears to be \$3897.36.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3897.36 in monthly installments of \$300, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on May 31, 2010. The respondent is also ordered to pay the monthly rent on time and to report the household income in accordance with Article 6 of the tenancy agreement.

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

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer