

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **BEN GOULET**, 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 **NDILO, NT**.

BETWEEN:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

BEN GOULET

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 sixty five thousand four hundred two dollars and three cents (\$65,402.03).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his 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 4th day of May,
2010.

Hal Logsdon
Rental Officer

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YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

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-and-

BEN GOULET

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
Ben Goulet, respondent

Date of Decision: April 14, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income. The applicant sought an order requiring the respondent to pay the alleged rent arrears, to report the household income in accordance with the tenancy agreement and to pay the monthly rent on time. The applicant withdrew the request for an order terminating the tenancy, stating that the respondent had arranged for a payroll deduction from his employer. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$65,402.03. The full unsubsidized rent has been applied in every month after March, 2008. A letter from the subsidy agent, provided in evidence, indicates that the respondent has failed to report income as required by the tenancy agreement.

The respondent did not dispute the allegations.

Article 6 of the written 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 respondent may question why it is necessary to report the household income every month if

it always results in the assessment of the full unsubsidized rent. I would also question the administrative efficiency of the requirement if the resultant rent is the same every month.

However, it is important to consider that subsidized public housing is a scarce resource and should only be provided to persons who meet the income eligibility requirements. Requiring the reporting of income ensures that only those who are eligible continue to reside in public housing.

I find the ledger in order and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to \$65,402.03. An order shall issue requiring the respondent to pay the applicant rent arrears of \$65,402.03, to report the household income in accordance with Article 6 of the tenancy agreement and to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer