

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
CAMILLA STEPHANIE SANGUEZ, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **JEAN MARIE RIVER, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CAMILLA STEPHANIE SANGUEZ

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income to the applicant from July 2010 to present in accordance with Article 6 of the tenancy agreement.
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 Lot R5, Jean Marie River, NT shall be terminated on April 15, 2011 and the respondent shall vacate the premises on that date, unless the respondent has complied with her obligation to report the household income to the applicant from July 2010 to present in accordance with Article 6 of the

tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
CAMILLA STEPHANIE SANGUEZ, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

CAMILLA STEPHANIE SANGUEZ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Betty Ann Hardisty, representing the applicant
Camilla Stephanie Sanguez, respondent

Date of Decision: March 29, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the remaining portion of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and security deposit and terminating the tenancy agreement.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$5765.83 and a security deposit balance owing of \$250.

The respondent disputed the rent arrears stating that her term employment had ended in July 2010. She stated that she had verbally informed the applicant that her employment was over but her rent was not adjusted. The respondent stated that she had received a letter from the applicant reassessing the rent to \$275 but the rent continued to be assessed at \$600/month. The respondent acknowledged that she did not file any documents or verification regarding the change of income. The respondent stated that she was now receiving employment insurance but had not reported that income to the applicant. The respondent did not dispute the outstanding security deposit. The respondent acknowledged that she had not made any payments since June, 2010 because of the dispute over rent.

The applicant testified that there was no letter reassessing the rent to \$275 on their files. No document was made available at the hearing. The respondent stated that they had requested

income information in August, 2010 but none had been provided.

Article 6 of the tenancy agreement between the parties obligates the tenant to report the household income.

6. Tenant's Income

The Tenant promises to provide verification of income annually, when the household income changes and/or when requested by the Corporation or its Agent, and in accordance with the Homeownership Entry Level Program Agreement.

The respondent has not provided information or verification concerning the income changes she had since July, 2010. The applicant has continued to assess the rent at \$600/month. It is clearly the respondent's obligation to report and verify the change of income in order to have a lower rent calculated and applied. The respondent has no grounds to dispute the rent if she has not reported and verified the change in income.

The respondent stated that she wished to continue the tenancy and would immediately report the changes in her income and make arrangements to address the resultant arrears. The applicant stated that they would re-assess the rent from July, 2010 to present as necessary if the income information and verification was provided.

I find the respondent in breach of her obligations to pay the rent and the full amount of the security deposit. I also find her in breach of her obligation to report and verify the household income. In my opinion this tenancy agreement should be permitted to continue provided the

income information is promptly provided by the respondent. Should that happen, the rent can be adjusted to income from July, 2010 to present as necessary and the parties can determine how the resultant balance of arrears and security deposit can be paid. Should the respondent fail to provide the income information or the parties cannot agree on how the resultant balance will be paid or it is determined that the respondent no longer is eligible for the program, the applicant may file another application seeking payment of the balance owing and termination of the tenancy agreement.

An order shall issue requiring the respondent to comply with her obligation to report the household income and terminating the tenancy agreement on April 15, 2011 unless she complies with that obligation by reporting and verifying the household income from July, 2010 to present.

Hal Logsdon
Rental Officer