

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ERNIE MOSES**, 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 **WRIGLEY, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

ERNIE MOSES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as unit 6WY, Lot 29, Plan 429, Wrigley, NT shall be terminated on March 31, 2012 and the respondent shall vacate the premises on that date, unless the household income for the following months is reported to the applicant in accordance with the tenancy agreement:

November, 2010

May, 2011

August, 2011

September, 2011

October, 2011

November, 2011

December, 2011

January, 2012

February, 2012

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ERNIE MOSES**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

ERNIE MOSES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant
Ernie Moses, respondent

Date of Decision: March 7, 2012

REASONS FOR DECISION

This matter was scheduled for hearing by teleconference at 9:30 AM on March 7, 2012. Both parties were in attendance. The matter was adjourned until 3:00 PM to permit both parties to provide additional information. The parties were instructed to sign in to the teleconference at 3:00 PM in the same manner. Mr. Moses failed to attend when the hearing was continued and the matter was concluded in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 statement of the rent account which indicated a balance of rent owing in the amount of \$17,134.37. The full unsubsidized rent of \$1542 has been applied in December, 2010 and June, 2011 and in September, October, November and December, 2011 and in January, and February, 2012. The applicant stated that the respondent had failed to provide any income information to enable a subsidized rent to be calculated for those months.

The respondent disputed the amount of rent owed, stating that he made a payment of \$2000 that was not shown on the statement. He was not sure of the date but stated that he could provide some form of proof of payment. The hearing was adjourned to 3:00 PM to provide the respondent an opportunity to submit any evidence of the payment by fax. No additional evidence

was provided by the respondent and he failed to appear at the hearing when it was continued.

The applicant suggested that due to the repeated failure of the respondent to provide household income information and the application of the unsubsidized rent it would be more reasonable to require the respondent to comply with his obligation to report the income so that the rents could be adjusted to income. I agree.

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.

Most public housing tenants are required to report the household income monthly and that income is used to calculate the rent for the following month. If the tenant fails to provide any information the landlord may charge the full unsubsidized rent. However, if the tenant later provides the required information, the landlord must adjust the rent in accordance with the rent scale using the reported income.

Failure to report income is a serious breach of the tenancy agreement. Rent and eligibility based on financial need is a fundamental principle of the program. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondent complies with his obligation to report the household income for the months he has failed to do so.

An order shall issue terminating the tenancy agreement on March 31, 2012 unless the respondent reports the household income for the following months in accordance with the tenancy agreement:

November, 2010
May, 2011
August, 2011
September, 2011
October, 2011
November, 2011
December, 2011
January, 2012
February, 2012

Hal Logsdon
Rental Officer