

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JUDITH GALE, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

JUDITH GALE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-12415, filed on November 4, 2011) is rescinded and the respondent is ordered to pay rent arrears to the applicant in lump sum in the amount of two thousand one hundred seventy six dollars (\$2176.00).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant repair costs of forty three dollars and fifty six cents (\$43.56).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0011, 65 St. Ann's Street,

Fort Smith, NT shall be terminated on June 15, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears of two thousand one hundred seventy six dollars (\$2176.00) and repair costs of forty three dollars and fifty six cents (\$43.56) and repair costs of sixty nine dollars and ninety cents (\$69.90) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of May,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JUDITH GALE, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

JUDITH GALE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 16, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Kevin Mageean, representing the applicant
Judith Gale, respondent
Kristy Jones, representing the respondent

Date of Decision: May 24, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached previous orders to pay rent arrears, pay for yard maintenance and repairs and report her household income. The applicant sought an order rescinding the previous order, requiring the respondent to pay the remaining balance of rent arrears and repairs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing of \$10,436 and charges for repairs of \$113.46. The full unsubsidized rent has been applied in November and December, 2011 and in January, February, March, April and May, 2012. The applicant stated that the respondent had failed to provide any income information for those months to enable a subsidized rent to be calculated. The applicant also stated that the respondent had failed to include income earned by her son who lived in the premises.

A previous order (file #10-12415, filed on November 4, 2011) ordered the respondent to pay rent arrears of \$2453 in monthly installments of \$204 plus the monthly assessed rent and to pay repair costs of \$43.56. Another previous order (file #10-12172, filed on July 26, 2011) required the respondent to pay yard maintenance costs of \$69.90 and to comply with her obligation to report the household income in accordance with the tenancy agreement.

The respondent disputed the amount owing, stating that her rents had not been assessed properly.

The respondent referred to a document filed with the applicant and the rental officer on May 15, 2012 indicating that she had been a full time student at Aurora College since August 29, 2011 and would complete the academic year on June 26, 2012. She stated that a similar document had previously been provided to the landlord however the applicant denied having received it.

The respondent also testified that only her 14 year old daughter lived with her and that her son moved out in October, 2011. The respondent acknowledged that she had not informed the landlord of the change in the number of occupants or change in household income.

The respondent stated that she had misunderstood the previous order and thought that the payment of \$204 included the arrears payment and the monthly rent payment. She stated that she was hesitant to report personal information to the landlord out of fear that it would be spread around town.

I find that the respondent has again breached her obligation to report the household income and the number of occupants living in the premises. The benefits of public housing are based on financial need. Both the eligibility for assistance and the amount of rent subsidy provided are based on household income and family composition. The failure to accurately report this information is, in my opinion, a serious breach.

However, sufficient information was available at the hearing to enable me to calculate rents for the months where no income information was provided. Because the respondent was a full time

student and her son was no longer living in the premises, the rents for November and December, 2011 and January, February, March, April and May, 2012 should be \$32. Adjusting those rents I find rent arrears of \$2176, calculated as follows:

Arrears as per statement	\$10,436
less rent for Nov-May (7 x \$1212)	(8484)
plus reassessed rent (\$32/month x 7)	<u>224</u>
Rent arrears	\$2176

I find the respondent in breach of the previous order which required her to pay the rent arrears in monthly installments of \$204. Since that order was issued, the respondent has failed to pay the full monthly installments ordered. To date arrears payments and rent totalling \$1448 have come due but only \$921 has been paid.

I find the respondent in breach of the order which required her to pay the applicant for yard maintenance costs. Those costs (\$69.90) are still outstanding and the order (#10-12172) remains unsatisfied.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent arrears and the outstanding repair costs and yard maintenance costs are promptly paid. The respondent has been given ample opportunity to pay these costs in a scheduled manner but has not done so. She also continues to ignore her obligation to report the household income. If she wishes to continue to enjoy the benefits of subsidized public housing she must pay what she owes and comply with her obligation as a public housing tenant.

The previous order (#10-12415) shall be rescinded and the respondent ordered to pay the balance of the rent arrears (\$2176) and the repair costs contained in that order (\$43.56). The tenancy agreement shall be terminated on June 15, 2012 unless the rent arrears (\$2176) and the total repair and yard maintenance costs still owing (\$43.56 and \$69.90) are paid in full. An eviction order to be effective on June 18, 2012 unless those amounts are paid in full shall be issued separately.

Hal Logsdon
Rental Officer