

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. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of  
November, 2012.

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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:** November 8, 2012

**Place of the Hearing:** Fort Smith, NT via teleconference

**Appearances at Hearing:** Kevin Mageean, representing the applicant  
Judith Gale, respondent  
Joanne Gauthier, representing the respondent

**Date of Decision:** November 17, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to provide accurate income information, failure to sign the tenancy agreement, and failure to sign the income summary forms in accordance with the tenancy agreement. The application was filed pursuant to section 41(4)(c) which sets out the remedy of termination for non-payment of rent. The premises are subsidized public housing.

The applicant stated that the respondent had failed to report income from honorariums for serving on the Salt River Band Council. He stated that to his knowledge the respondent had been elected to the Council and as a result should be receiving honorariums for her service which are assessable income for the purposes of calculating rent.

The applicant also stated that the renewal of the tenancy agreement for a five month term commencing on April 1, 2012 had not been signed by the respondent. A copy of the un-executed tenancy agreement was provided in evidence.

The applicant stated that the respondent had not reported her income on signed income summary form in accordance with the tenancy agreement. Income statements provided by the respondent in spreadsheet form were provided in evidence.

The applicant provided a notice dated July 25, 2012 and served on the respondent by registered

mail terminating the tenancy agreement between the parties on August 31, 2012 for failure to provide income information and failure to pay rent.

The respondent disputed the allegations stating that she provided accurate income information. She testified that the election to the Salt River Band Council had been subjected to a by-election and that she had not been declared elected or received any remuneration.

The respondent stated that she had provided the income information required and had requested that any forms requiring her signature be sent to her. She stated that she had not received any income verification or other forms from the applicant. An email dated August 24, 2012 included a spreadsheet of the respondent's income and noted "Please find attached a spreadsheet outlining my income. You may fax any papers you want me to sign to: [her fax number]".

The respondent acknowledged that she had not paid the July, August or September, 2012 rent on time but stated that she was in the hospital for part of that time and believed that the *Income Security Program* was paying the rent on her behalf.

When a tenancy agreement made for a term expires, the parties may enter into another term agreement. If they do not do so, the tenancy agreement is automatically renewed as a monthly tenancy agreement unless it is terminated by the landlord or tenant's notice. There appears to be some confusion on the part of the applicant regarding this provision but the July 25, 2012 notice to terminate the tenancy agreement on August 31, 2012 would be effective regardless of whether

the tenancy agreement was monthly or was made for a term ending on August 31, 2012.

Therefore the tenancy agreement between the parties was lawfully terminated on August 31, 2012 and the tenant has been overholding since that date. There is no requirement to terminate the tenancy agreement by order.

The application shall be dismissed. The applicant may apply for an eviction order should the respondent remain in possession.

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Hal Logsdon  
Rental Officer