

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **NICHOLAS STOLZENBACH**, 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 RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

NICHOLAS STOLZENBACH

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 three thousand eight hundred forty five dollars (\$3845.00).
2. 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 4-08, Fort Resolution, NT shall be terminated on July 19, 2013 and the respondent shall vacate the premises on that date unless the household income is reported in accordance with Article 6 of the tenancy agreement and rent arrears of at least seven hundred fifty five dollars (\$755.00) have been

paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of June,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **NICHOLAS STOLZENBACH**, 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 RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

NICHOLAS STOLZENBACH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 26, 2013**

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

Appearances at Hearing: **Abhisek Dhar, representing the applicant**

Date of Decision: **June 27, 2013**

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance of rent owing as at April 1, 2013 in the amount of \$2805. The applicant stated that since that date the April rent assessed at \$1545 had been adjusted to \$75, a payment of \$80 had been made on April 17, a payment of \$500 had been made on April 22, the May rent had been assessed at \$1545 and the June rent had been assessed at \$1545 bringing the balance owing to \$3845.

The applicant stated that the May and June rent had been assessed at the full unsubsidized rate because the respondent had failed to provide any household income in order to calculate a subsidized rent.

Article 6 of the tenancy agreement sets out the tenant's obligation 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.

Provided the household income is reported, the landlord is obligated to charge a rent based on that income in accordance with the approved rent scale. If no income is provided, the landlord may charge the full unsubsidized rent set out in Schedule A of the tenancy agreement but is obligated to adjust that rent if the tenant reports the household income at a later date.

I find the respondent in breach of his obligation to pay rent. I find the application of the full unsubsidized rent for May and June to be reasonable. I find rent arrears of \$3845. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent reports the household income in accordance with Article 6 of the tenancy agreement and pays at least \$755 of the rent arrears on or before July 19, 2013. The \$755 represents rent that accrued to April 30, 2013 calculated as follows:

April 1/13 balance as per statement	\$2805
Reverse April/13 rent	(1545)
Reassess April/13	75
Pmt. April 17/13	(80)
Pmt. April 22/13	<u>(500)</u>
April 30 balance	\$755

An order shall issue requiring the respondent to pay rent arrears of \$3845 and terminating the tenancy agreement on July 19, 2013 unless the household income is reported and at least \$755 of the rent arrears are paid. An eviction order to be effective on July 22 unless the household

income is reported and at least \$755 of the rent arrears is paid on or before July 19, 2013 shall be issued separately.

Hal Logsdon
Rental Officer