

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANET BISHOP**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JANET BISHOP

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 two thousand four hundred eighty five dollars (\$2485.00).
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 5427 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2015 and the respondent shall vacate the premises on that date unless the rent arrears of two thousand four hundred eighty five dollars (\$2485.00) are paid in full.

3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the full and accurate household income to the applicant in accordance with the tenancy agreement and shall not breach that obligation again.
4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of January, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANET BISHOP**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JANET BISHOP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Janet Bishop, respondent
Arlene Hache, representing the respondent

Date of Decision: January 7, 2015

REASONS FOR DECISION

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 and evicting the respondent on March 31, 2015 unless the rent arrears were paid. 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 \$3950. The full unsubsidized rent of \$1625 was assessed in January, 2015. The applicant testified that the respondent had reported her income but only partial income for her son. She stated that the January rent would have been \$160 if calculated solely on the income information submitted.

The respondent did not dispute the allegations and acknowledged that some of her son's monthly income had not been submitted.

Hon. Justice J.E. Richard remarked in *Inuvik Housing Authority and Gary Harley [SC CIV 93 056, December 3, 1993]* at paragraphs 27 and 29:

“In Inuvik Housing Authority vs. Stewart and Kendi (Rental Officer decision, January 11, 1993) the landlord alleged that the tenant had provided inaccurate income data and accordingly assessed full economic rent. Although the rental officer granted termination of the tenancy as the ultimate remedy, he re-assessed the rents for the relevant months at

a lower figure based on the income data that was provided (even though allegedly inaccurate). The rental officer's decisions in Sharpe and Allain, Tingmiak, Stewart and Kendi and Day appear to be consistent with the decision of this Court in Koe.”

Following the precedent established in *Stewart and Kendi*, the January, 2015 rent should have been assessed based on the income reported even though it was acknowledged as incomplete by the respondent. I find that the balance of rent arrears should be \$2485 calculated as follows:

Rent arrears as per ledger	\$3950
less January assessed rent	(1625)
January rent	<u>160</u>
Amended arrears	\$2485

The respondent’s representative stated that the respondent would be able to pay the \$2485 on or before March 31, 2015.

I find the respondent in breach of her obligation to pay rent and her obligation to accurately report the full amount of the household income. I find rent arrears of \$2485 but note that the January, 2015 rent will undoubtedly be higher than \$160 when the respondent reports the remainder of her son’s income. However I am not able to calculate what the January rent will be when the respondent reports the remainder of her son’s income.

An order shall issue requiring the respondent to pay the applicant \$2485, to comply with her obligation to report the missing income and to not breach that obligation again.

In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 31, 2015 unless the arrears of \$2485 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay the monthly rent on time. An eviction order to be effective on April 1, 2015 unless the rent arrears of \$2485 are paid on or before March 31, 2015 shall be issued separately.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer