

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KRISTEN YAKELEYA, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

KRISTEN YAKELEYA

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 seven thousand two hundred fourteen dollars (\$7,214.00).
2. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as unit #0067, Tulita, NT shall be terminated on March 15, 2015 and the respondent shall vacate the premises on

that date unless the rent arrears of seven thousand two hundred fourteen dollars (\$7,214.00) are paid in full and the respondent has reported all outstanding household income information to the applicant in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of February, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
KRISTEN YAKELEYA, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

KRISTEN YAKELEYA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: February 18, 2015

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her 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. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$7214. The full unsubsidized rent of \$1445 has been charged in each month from October, 2014 to February, 2015. The applicant testified that the respondent had failed to provide any income information on which to calculate a subsidized rent.

Article 6 of the tenancy agreement obligates the tenant to provide income information on the request of the landlord.

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.

The applicant stated that the respondent was required to provide income information monthly.

I find the ledger in order and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$7214 but note that if the respondent reports the household income, the applicant is obligated to adjust the unsubsidized rent accordingly. The respondent has only been a tenant since September, 2014 but to date has only paid the September rent in full. She appears to have ignored her obligation to inform the landlord of the household income for the past five months. In my opinion, there are reasonable grounds to terminate the tenancy agreement unless the rent arrears are paid and the outstanding income information is provided.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$7214 and terminating the tenancy agreement between the parties on March 15, 2015 unless those arrears are paid and the outstanding income information is provided to the landlord.

Hal Logsdon
Rental Officer