

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JONAS MODESTE, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JONAS MODESTE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eleven thousand two hundred thirty dollars (\$11,230.00).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0088, Lot 4, Block 13, Plan 2116, Deline, NT shall be terminated on May 31, 2015 and the respondent shall

vacate the premises on that date unless the household income is reported in accordance with the tenancy agreement and the full electrical services to the premises is restored.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
JONAS MODESTE, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JONAS MODESTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 30, 2015

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Phebie Kenny, representing the applicant

Date of Decision: April 30, 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 his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity during the term and failing to report the household income in accordance with the tenancy agreement. 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 \$11,230. The applicant stated that the full unsubsidized rent of \$1445 had been applied from September 2014 to present because the respondent had failed to provide any income information on which to calculate a subsidized rent. Article 6 of the tenancy agreement between the parties obligates the tenant to report the household income when requested to do so.

The applicant testified that the supplier of electricity had installed a load limiter on the electrical service to the rental premises due to the respondent's non-payment of the electrical account. A notice from the supplier was provided in evidence which indicated that the load limiter had been installed on February 11, 2015 due to non payment of the account.

I find the respondent in breach of his obligation to report the household income in accordance with the tenancy agreement. I find the assessment of the full unsubsidized rent to be reasonable

in the circumstances but note that the applicant is obligated to adjust the rent in accordance with the rent scale should the respondent comply with his obligation to report the household income. I find rent arrears of \$11,230.

I also find the respondent in breach of his obligation to pay for electricity during the term of the tenancy agreement, an obligation clearly set out in the agreement.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the respondent reports the household income in accordance with the tenancy agreement and re-establishes the full supply of electricity to the rental premises.

An order shall issue requiring the respondent to pay rent arrears of \$11,230 and terminating the tenancy agreement on May 31, 2015 unless the household income is reported in accordance with the tenancy agreement and the full supply of electricity is restored to the rental premises. No eviction shall be ordered at this time but the respondent is granted leave to make an application for an eviction order if the tenancy is terminated by this order and the respondent fails to vacate the premises.

Hal Logsdon
Rental Officer