

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JAMES MARK KAODLOAK**, 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

JAMES MARK KAODLOAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #72, Ulukhaktok, NT shall be terminated on August 31, 2015 and the respondent shall vacate the premises on that date, unless the respondent reports the household income for the months of May, June and July, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JAMES MARK KAODLOAK**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JAMES MARK KAODLOAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 29, 2015

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Sadie Joss, representing the applicant
Sheila Nasogaluak, representing the applicant
James Mark Kaodloak, respondent

Date of Decision: August 5, 2015

REASONS FOR DECISION

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 written tenancy agreement was made between the applicant and respondent for Unit #72 to commence on April 1, 2010 and run month-to-month. Tenant ledger cards, submitted by the applicant in evidence, suggest that the tenancy actually commenced in November, 2009 with an opening balance of \$0 and an initial assessment of a prorated rent for November, 2009. The closing balance for March 31, 2015 shown on the tenant ledger cards is \$5888.44.

The applicant also provided a lease balance statement which indicated a balance owing as at July 1, 2015 of \$9144.41. The applicant sought relief in that amount. The full unsubsidized rent of \$1445 was charged in June and July, 2015. The applicant testified that the unsubsidized rent was charged because the respondent had failed to provide any income information for May and June to enable the calculation of a subsidized rent.

The respondent did not dispute the allegations.

The opening balance as at April 1, 2015 on the lease balance statement is \$6508.42, a difference of \$619.98 as compared to the March 31, 2015 closing balance on the tenant ledger cards. The

applicant was unable to account for the difference.

A previous order (file #20-9195, filed on September 19, 2006) required the respondent to pay rent arrears of \$4404 related to rent arrears for Unit #20. This is an old debt and does not appear on either the tenant ledger cards or the lease balance statement. The applicant stated that this amount was currently being collected through garnishment.

In order to consider an order to pay rent arrears, the evidence must support the amount of rent arrears alleged owing. In this matter, there is clearly a discontinuity in the accounting of rent. A closing balance of one month must necessarily become the opening balance of the next. If there were transactions or adjustments made to the rent account, they do not appear in the evidence presented nor were they explained by the applicant. I am unable, therefore, to accurately determine the rent arrears or consider an order to pay arrears.

Article 6 of the written tenancy agreement between the parties obligates the tenant 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.

I find the respondent in breach of this obligation and although the applicant did not seek termination on the grounds that the tenant had breached section 6 of the tenancy agreement, in

my opinion, a termination order is reasonable if the household income is not promptly reported.

The public housing program is based on the concept of rent based on income and failing to provide income information is, in my opinion, a serious breach.

An order shall issue terminating the tenancy agreement on August 31, 2015 unless the household income for May, June and July, 2015 are reported on or before that date. An eviction order to be effective on September 1, 2015 unless the income is reported on or before August 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer