

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **TONY GREEN**, 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, regarding the rental premises at **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

TONY GREEN

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 five thousand sixty three dollars and fifty two cents (\$5063.52).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report household income in accordance with the tenancy agreement and not breach that obligation in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of November, 2000.



Hal Logsdon
Rental Officer

IN THE MATTER between PAULATUK HOUSING ASSOCIATION, Applicant, and TONY GREEN, 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:

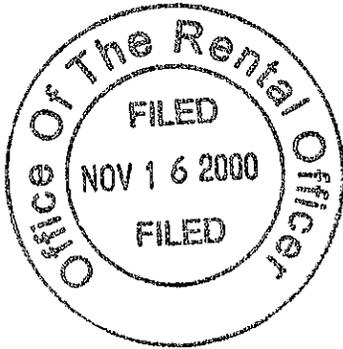
PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

TONY GREEN

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: November 6, 2000

Place of the Hearing: Paulatuk, NT via teleconference

Appearances at Hearing: Anne Thrasher, representing the applicant

Date of Decision: November 8, 2000

REASONS FOR DECISION

The respondent was served with a notice of attendance on November 4, 2000 but failed to appear at the hearing. The hearing was held in his absence.

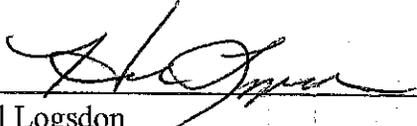
The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to report the household income in accordance with the written tenancy agreement between the parties. The applicant sought an order for the payment of rent arrears and for the respondent to pay all future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at November 1, 2000 in the amount of \$5063.52. This balance included the assessment of economic rent of \$2560 posted to the ledger in July, 2000. The applicant testified that the tenant had been notified in writing on several occasions between March 6, 2000 and July 11, 2000 to report sports hunting income for the month of March, 2000. She testified that the respondent failed to file any report of income for that month resulting in the application of the economic rent of \$2560. She testified that the premises were a 3-bedroom unit for which the economic rent was \$2560. Copies of the notices, the schedule of economic rent by unit size and community and the last household income declaration were submitted in evidence.

I note that the tenancy agreement does not specify the full economic rent in Schedule A. No writings are entered in the area intended to contain that rent. However, the last income

declaration, filed November 29, 1999 clearly indicates the full rent as \$2560. I am satisfied that the respondent was aware of this figure, even though it is omitted on the written tenancy agreement.

I find that the respondent breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. I find the arrears of rent to be \$5063.52. An order shall be issued for the respondent to pay the rent arrears, comply with the obligation to report household income and to pay all future rent on time.



Hal Logsdon
Rental Officer