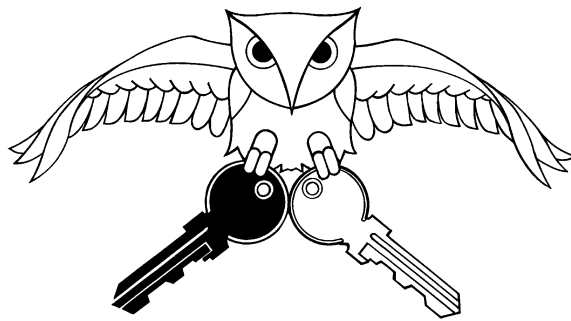


# **Annual Report on the Activities of the Rental Officer**

April 1, 2016, to March 31, 2017

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N.W.T. RENTAL OFFICE

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Submitted by:  
Adelle Guigon  
Rental Officer  
August 1, 2017

The annual report on the activities of the Rental Officer is prepared pursuant to subsection 74.2(1) of the *Residential Tenancies Act*.

The Rental Office serves the Northwest Territories, providing information and dispute resolution services to landlords and tenants in residential tenancies under the *Residential Tenancies Act* and *Residential Tenancies Regulations*.

## Information Services

The Rental Office is a convenient and accessible resource for landlords and tenants to obtain information regarding their rights and obligations. Many landlord-tenant disputes can be solved by providing the parties with information clarifying their respective rights and responsibilities.

The Rental Office maintains a toll-free telephone number accessible from anywhere in Canada. The Rental Office provides written information, including easy-to-read booklets and fact sheets detailing major aspects of the *Residential Tenancies Act*, to the public. Standard forms are also available in hard copy as well as on the Rental Office website. The website is maintained by the Department of Justice on behalf of the Rental Office, and includes links to the legislation and a searchable database of Rental Officer decisions.

The Rental Officer is also available upon request to make presentations or participate in forums with tenants, property managers, or others involved in residential tenancy matters. Informed landlords and tenants are more likely to respect each others rights and obligations and less likely to end up in a conflict situation, therefore these information sessions are provided free of charge.

## Dispute Resolution

The *Residential Tenancies Act* specifically requires the Rental Officer to encourage landlords and tenants to attempt to resolve their disputes themselves. The provision of information regarding landlord and tenant rights and obligations is the first step for landlords and tenants to be successful at self-resolution.

The Rental Office cannot provide advice to landlords and tenants for how to go about resolving their disputes. It is suggested that parties may wish to seek legal advice if they remain uncertain about how to proceed with resolving their dispute – including whether or not to file an application to a rental officer – to which end the contact information for the Outreach Legal Aid Clinic is often provided.

Where the parties are unable to resolve their dispute themselves, they may make application to bring the matter to hearing and have the dispute resolved by a Rental Officer. The majority of disputes require that an application be made for the Rental Officer to provide dispute resolution services.

A hearing before the Rental Officer is scheduled for all applications. In the event the parties resolve the dispute themselves before the Rental Officer makes a decision on the matter, the applicant may withdraw their application. In most cases the hearing proceeds as scheduled, either because the parties cannot agree or, more often, because one of the parties wants a decision which can be enforced if the other party fails to comply with that decision. The parties will have opportunity at the hearing to present their respective cases and, after hearing the evidence and testimony of both parties, the Rental Officer will render a decision. A written order and reasons for decision will follow.

Rental Officer orders are binding on both parties and can be made enforceable by filing them in the Supreme Court of the Northwest Territories. Upon filing with the Supreme Court of the Northwest Territories, the order is deemed to be an order of that court.

## **Year in Review**

### **Staffing**

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The Rental Office is currently served by an office administrator and one Rental Officer.

For the three-year period prior to April 1, 2016, a Deputy Rental Officer was appointed to assist the Rental Officer during his transition into retirement. Hal Logsdon ended his lengthy tenure as Rental Officer March 31, 2016. Adelle Guigon's appointment was converted from Deputy Rental Officer to Rental Officer effective April 1, 2016.

Until the end of October 2016, Annette Wright temporarily filled the Office Administrator position during Kim Powless's deferred leave. Kim Powless returned to her position in October 2016.

### **Office Location**

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In November 2016, renovations to a new space for the Rental Office were completed, and the Rental Office moved down the hall from its previous location, remaining on the third floor of the YK Centre East building in Yellowknife. The new location provides for two offices in addition to the office administrator's work space, enhanced on-site storage, and permits for a more security conscious front counter area to address safety and security concerns.

### **Professional Development**

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As a member of the Canadian Council of Administrative Tribunals, the Rental Officer participated in the annual symposium in May 2016. The symposium took place in Ottawa and was entitled "Back to the Future: Redefining Tribunal Excellence". Of particular interest and relevance were the panel discussions related to facing emerging issues, privacy rights in open tribunal settings, best practices in dealing with difficult parties, efficiencies in clustering administrative tribunals, and procedural barriers.

## **Policies and Procedures**

As will be seen in the statistics, despite the number of applications being filed continuing to fall compared to previous years, the number of applications regarding complex issues has risen. This, in combination with the reduction to one Rental Officer, resulted in an increased period of time between the filing of the application and the hearing date. Additionally, the Office Administrator's operational workload did not diminish, making it difficult to accomplish lower priority administrative tasks in a timely manner.

In an effort to reduce the Office Administrator's workload, the Rental Officer undertook two tasks. The first was to formalize and revamp previously unwritten policies. By doing so, better guidance on certain issues was provided from which more consistent actions could be taken. Policies were written regarding: dismissal of applications, expedited hearings, issuance of decisions, publication of decisions, service of documents, and requests for transcripts of hearings.

To continue the effort to reduce the Office Administrator's workload, the procedures for receiving applications, scheduling matters for hearings, and serving documents were considered and re-worked. Some changes were successfully implemented in January 2017. The remaining changes were not implemented until June 2017. More time is necessary to assess the success of the innovations implemented to date.

Further consideration of additional policies and procedures will be completed as time permits. Also in preliminary development is a review of the existing database currently being used by the Rental Office, and a consideration of how it can be revamped to streamline operational and administrative processes. It is expected that the anticipated appointment of a Deputy Rental Officer will facilitate the Rental Officer's efforts to implement change in the administrative and operational areas of the Rental Office.

## **Publication of Orders and Reasons for Decision**

Subsection 84.1(2) of the Act permits a Rental Officer to publish all or part of any order or decision made or reasons provided by the Rental Officer. Prior to July 2016, all Rental Officer orders and reasons for decision – excepting those containing personal medical information or information regarding minor children – are published on the Rental Office decisions website and the Canlii.org database.

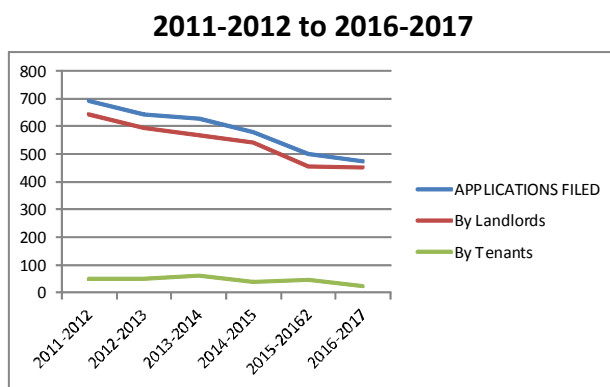
The rationalization for publishing all orders and reasons for decision is primarily for legal research purposes. However, publishing the unredacted orders and reasons for decision also allowed prospective landlords and tenants to search for each other as part of their vetting processes.

In response to concerns expressed by parties to applications regarding protection of privacy and personal security, in July 2016 the Rental Office ceased publishing the orders and began only publishing edited reasons for decision. Personal identifiers were replaced with initials and specific rental premises addresses were either not identified or redacted. By effecting this publication change, the expressed concerns were addressed while still providing decision-making information for researchers.

## Statistics

As indicated in the 2015-2016 annual report, the total number of applications filed has been steadily declining since 2011-2012 at an average rate of 5 percent per year. The introduction of filing fees in August 2015 was expected to result in a lower number of applications being filed. This expectation was marginally borne out in that there was a decline in filed applications between 2014-2015 and 2015-2016 of 14 percent. However, contributing to that significant decline was one major landlord's reduction in filed applications. The return to a 5 percent reduction in filed applications between 2015-2016 and 2016-2017 suggests the previous 14 percent reduction was less likely as a result of the filing fees and more likely a result of the one major landlord's reduction in filed applications that year.

### Applications Filed

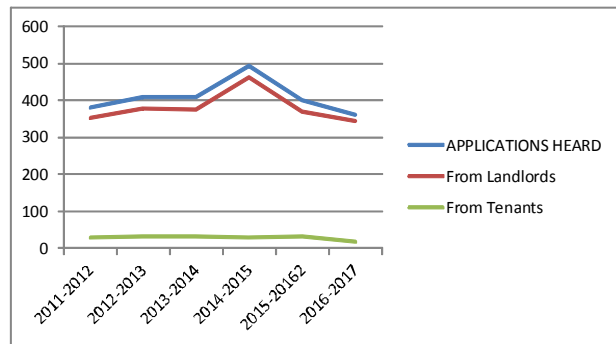


The total number of applications filed in the 2016-2017 fiscal year represent a 5 percent reduction compared to the 2015-2016 fiscal year. Of the 474 applications that were filed in the 2016-2017 fiscal year, 310 were filed regarding subsidized public housing tenancies. Overall, 450 were filed by landlords, and 24 were filed by tenants.

## Applications Heard

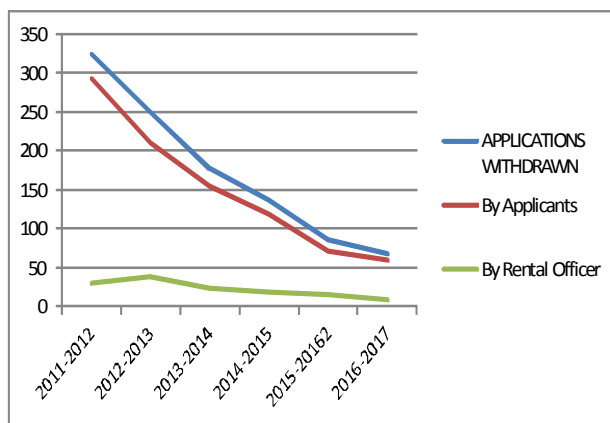
The number of applications that were heard in the 2016-2017 fiscal year dropped by 10 percent compared to the 2015-2016 levels. The drop in the number of files heard can be attributed to the reduction from two Rental Officers to one Rental Officer, which resulted in less time being available to schedule hearings than in the previous three years. It should also be noted that files scheduled for more than one hearing date (i.e. adjourned) are not reflected in these numbers, so while 360 files were heard, 19 percent of them had been scheduled for more than one hearing date. And there were more applications filed regarding complex issues, which required significantly more time to complete.

2011-2012 to 2016-2017



## Applications Withdrawn or Dismissed

2011-2012 to 2016-2017

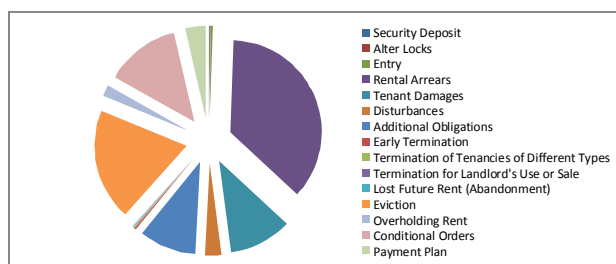


The number of filed applications that were withdrawn by the applicant or dismissed by the Rental Officer dropped by 21 percent compared to last fiscal year. The reduction has been consistent since 2012-2013. Applications are usually withdrawn by the applicant when the dispute has been resolved by the parties prior to the hearing being held. Applications are usually dismissed by the Rental Officer when the applicant fails to serve the filed application on the respondent. Occasionally, an application will be dismissed by the Rental Officer when the applicant fails to appear at a scheduled hearing.

## Remedies Provided to Landlords

Applications filed by landlords continue to represent the majority of filed applications, and the majority of those applications involved claims for rental arrears and/or damages. Many of these applications are undisputed by the tenants, and often result in a negotiated agreement at hearing as to how and when payments will be made and what the consequences for failing to comply will be.

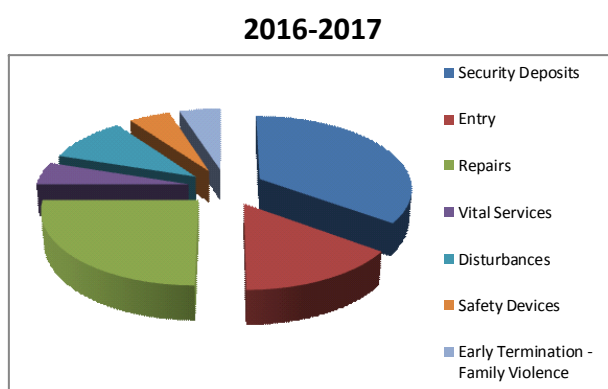
2016-2017



Often conditional termination and eviction orders were issued, providing the tenants with a specified time period within which they must make the agreed upon payments and pay their monthly rent.

Landlords were successful in obtaining orders regarding rental arrears 282 times, a decrease of 4 percent from 2015-2016. Landlords were successful in obtaining orders regarding damages 86 times, an increase of 9 percent from 2015-2016. Interestingly, landlords were successful in obtaining orders regarding disturbances 23 times, an increase of 44 percent from 2015-2016. This increase suggests that landlords are becoming more responsive to complaints of disturbances caused by their tenants which interfere with the quiet enjoyment and possession of the residential complex and rental premises by other tenants.

### Remedies Provided to Tenants

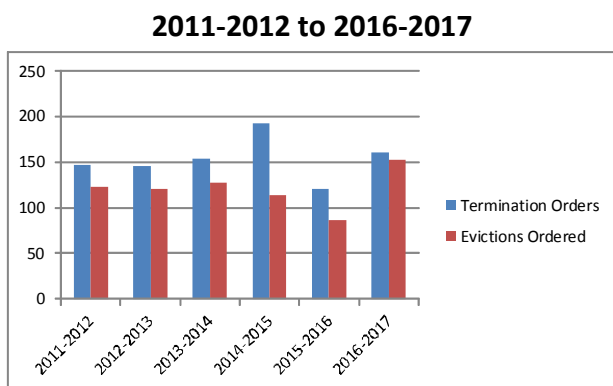


Tenants primarily made applications regarding security deposits, of which seven were successful. Five tenants were partially successful in their applications against their landlords for failing to provide or maintain the rental premises in accordance with section 30 of the Act, which requires that the premises be in a good state of repair, fit for habitation, and in compliance with all health, safety, maintenance, and occupancy standards required by law.

### Termination and Eviction Orders

In 2016-2017, the number of orders issued terminating a tenancy agreement at the request of the landlord increased compared to 2015-2016 numbers, representing 44 percent of all applications heard. The number of eviction orders issued also increased, representing 42 percent of all applications heard.

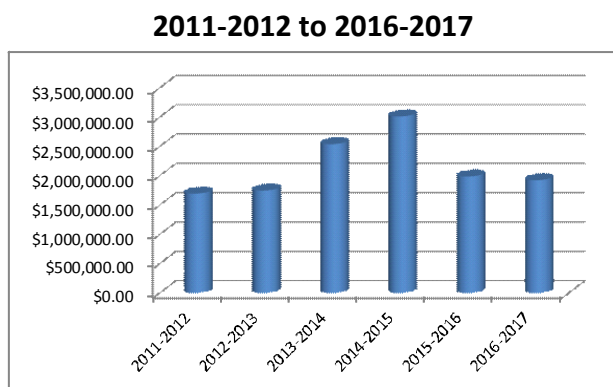
Landlords may apply for both an order terminating a tenancy agreement and evicting a tenant in one application. The eviction order expires six months after the date it takes effect, unless it is filed in the Supreme Court of the Northwest Territories.



Both termination orders and eviction orders may contain conditions which act to invalidate the order if the conditions are met. For example, a tenancy agreement may be ordered terminated on a specific date unless a certain amount is paid towards rental arrears and the rents for the intervening months are paid on time. An eviction order may be issued to only take effect if the conditions of the termination order are not met.

The majority of the 153 eviction orders issued in 2016-2017 were issued in conjunction with the 160 termination orders, and most of those orders were conditional termination and eviction orders.

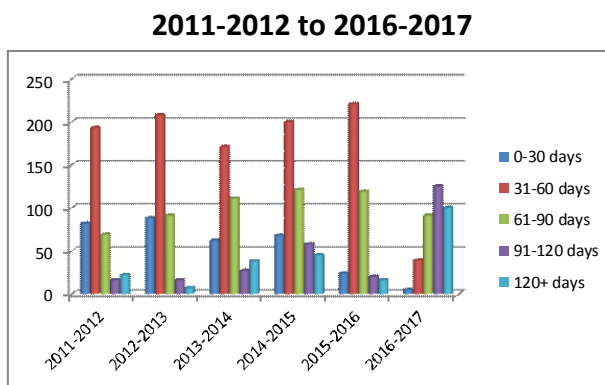
### Monetary Compensation Ordered



The value of monetary compensation orders for 2016-2017 has remained constant compared to the 2015-2016 value, totalling approximately \$1.9 million. The average compensation order amounted to \$6,122. The majority of the compensation ordered pertained to rental arrears, mostly from subsidized public housing tenancies.

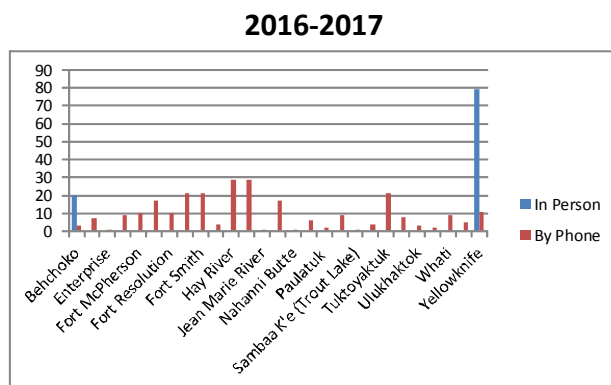
### Elapsed Time

The length of time between the date an application is filed and the date it is heard depends on a number of factors, some of which are outside the control of the Rental Office. Once the application is filed, the applicant must serve a filed copy on the respondent. Section 68 of the Act requires that this service be effected within 14 days of the date of filing, but in many cases this time period is unrealistic and the Rental Officer uses their discretion to extend the time for service of the filed application. As previously mentioned, some files are scheduled to be heard more than once before the hearing is successfully completed. In 2016-2017, of all the files scheduled for hearing, 19 percent of them were scheduled for more than one hearing date. The reduction from two Rental Officers to one Rental Officer is a contributing factor to the increase in elapsed time between the filing date and hearing date. Changes to procedures for scheduling hearings implemented in June 2017 are expected to result in improvements to elapsed time, as is the anticipated appointment of a Deputy Rental Officer.





## Method of Hearing



There are three ways a hearing may be held: in-person, by teleconference, or by three-way teleconference. Hearings in Yellowknife and Behchoko are usually held In-person. In-person hearings in other communities are only held when there are a significant number of applications made at approximately the same time. Teleconference hearings are scheduled in communities where there is more than one but less than 10 applications filed at approximately the same time; a hearing room

will be rented in the community for the parties to attend, and the Rental Officer will call in from Yellowknife. Three-way teleconference hearings are scheduled for single applications to be heard. This method could be used either because the parties are resident in different communities or because there is only one application to be heard in the community. The majority of hearings are scheduled either by teleconference or three-way teleconference.

## Abandoned Personal Property

The process for handling and disposition of abandoned personal property by the landlord is set out under sections 64 and 65 of the Act. An application is not required to be made under those sections. When a tenant abandons personal property at the end of the tenancy and has not made prior arrangements with the landlord, the landlord must first determine whether or not the property is safe to store, sanitary, and of any value. If the landlord determines that any of the property does not meet those requirements then they may dispose of it. Otherwise, the property must be inventoried and stored in a safe and secure place for 60 days from the date the tenancy ended. The inventory must be forwarded to the Rental Officer and to the tenant, if the landlord has a forwarding address for the tenant. The landlord will be reminded that they may not dispose of the inventoried property without the permission of the Rental Officer.

If the tenant claims the abandoned personal property from the landlord within the 60-day period, the landlord must return the property and may only require payment from the tenant for the costs of removing and storing the property. If the 60 days have passed and the tenant has not claimed the property, the landlord must request permission from the Rental Officer to dispose of the property. If the landlord chooses to sell the property any proceeds of sale must then be reported to the Rental Officer. The proceeds of the sale may be retained by the landlord against the costs of removing, storing, and selling the property, and any existing unsatisfied orders. The remaining proceeds of sale must be paid to the Rental Officer to hold in trust for the tenant for one year, after which the money is forfeit to the Government of the Northwest Territories.

In 2016-2017, landlords submitted 20 inventories of abandoned personal property to the Rental Officer; 17 of those have since requested and been granted authorization to dispose of the property.

If the tenant or owner of abandoned personal property believes the landlord has wrongfully sold, disposed of, or otherwise dealt with any of the abandoned personal property, they may make an application to hear the arguments and make a determination under section 66 of the Act. In 2016-2017, only one such application had been made; it was unsuccessful.

## Issues

### Retention of Security Deposits

Sections 14 and 14.1 of the Act authorize a landlord to request a security deposit and pet security deposit from a tenant, and set out the limitations respecting the amounts of the deposits and time to pay them. Section 18 of the Act sets out the circumstances under which a landlord may retain the security deposits at the end of the tenancy. Specifically, the security deposits may only be retained against rental arrears and/or costs of repairs.

In order for the landlord to be able to retain the security deposits against costs of repairs, the landlord must have completed both an entry and exit inspection report, and must have provided copies of each report to the tenant within five days of the respective inspection.

The security deposits, an itemized statement of account, and/or notice of the landlord's intention to retain any part of the security deposit, must be returned to the tenant within 10 days after they vacate the rental premises.

If the landlord fails to return the security deposits or provide the tenant with notice of the intention to retain the security deposit within the legislated time period, the tenant may file an application for the return of their security deposits. The tenant may also file an application for the return of their security deposits if the landlord retains the security deposits against costs of repairs without having completed the required entry and exit inspection reports.

With respect to retaining the security deposits against rental arrears, many landlords fail to understand that lost future rent is not rental arrears. Rental arrears are those amounts still owing for rent due on or before the last day of the tenancy. Where a tenant vacates a rental premises without giving proper written notice to the landlord of their intention to terminate the tenancy agreement in accordance with the Act, then the tenant effectively has abandoned the rental premises. The landlord may be entitled to rent from the tenant for the next month (or more if the tenancy agreement was for a fixed term), but that rent would be lost future rent or rent that is not yet due, and therefore it is not rental arrears and the landlord may not retain or withhold the security deposits against the lost future rent.

Some landlords intentionally retain the security deposit against lost future rent despite knowing that they are contravening the Act. Usually they are counting on the tenant either not knowing that the security deposit cannot be retained against lost future rent, not knowing that they have the option to file an application for the return of the security deposit, or not being willing to pursue making the application. These landlords choose to take the risk of improperly retaining the security deposits, and seem to accept that should the tenant choose to make an application the landlord will likely be ordered to return it to the tenant. When a tenant is successful in this type of application the landlord may return the security deposit willingly, but in some cases the landlord still refuses and the tenant will be forced to have the order enforced through the Supreme Court of the Northwest Territories.

Occasionally the landlord is simply trying to recover their losses in an expedient manner, particularly where a tenant has abandoned the rental premises without notice, and in these cases most tenants are aware of their obligation to pay lost future rent and therefore do not dispute the retention of the security deposit for that purpose.

Section 18.1 of the Act provides remedies to tenants who make an application regarding a landlord's breach of their obligations respecting the return or retention of the security deposits. The remedies are limited to the Rental Officer issuing an order either requiring the landlord to comply with their obligation or requiring the landlord to return all or part of the security deposits.

Subsection 91(1)(a) of the Act identifies the contravention of the sections related to security deposits as offences punishable by summary conviction to a fine. This is the only option which could be considered to punish a landlord who repeatedly and purposely continues to improperly retain the security deposits. Unfortunately, pursuing a charge of this nature is unusually difficult to apply, is largely ineffective, and on the rare occasion when the charge is pursued the resulting fine is of such little value that it fails to serve as a deterrence. I am in agreement with my predecessor that perhaps establishing within the Act the ability to issue summary offence tickets with minimum voluntary fines for specified violations would be a more effective deterrent to persistent violations of the Act by landlords.

## **Transitional Housing**

In previous annual reports, including 2015-2016, my predecessor advanced arguments for defining transitional housing in the Act. As he has stated, it is a stretch to fit transitional housing into the exemptions listed under subsections 6(2)(d) and 6(2)(e) of the Act, which state:

6. (2) This Act does not apply to
  - ...
  - (d) living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care;
  - (e) living accommodation established to temporarily shelter persons in need;
  - ...

Nor is transitional housing necessarily considered subsidized public housing, which is defined in the Act as:

1. (1) In this Act,

...

“subsidized public housing” means rental premises rented to an individual or family of low or modest income at a reduced rent determined by the income of the tenant and funded by the Government of Canada, the Government of the Northwest Territories or a municipality or an agency of the Government of Canada, the Government of the Northwest Territories or a municipality pursuant to the *National Housing Act (Canada)* or the *Northwest Territories Housing Corporation Act*;

...

The Canada Mortgage and Housing Corporation describes transitional housing in an article entitled “Transitional Housing: Objectives, Indicators of Success and Outcomes”<sup>1</sup> as:

The overall objective of transitional housing is to provide people with the structure and support they need to address critical issues necessary to maintain permanent housing and maximize self-sufficiency.

Currently, the question of whether or not transitional housing is exempt from the Act remains debatable. Without a clear definition of transitional housing and its specific inclusion under subsection 6(2) of the Act exempting transitional housing, the argument could be made that transitional housing is not exempt from the Act.

I agree with my predecessor that transitional housing landlords and tenants could benefit from inclusion under the Act provided that special provisions permit the program to operate as designed, similar to those provided for subsidized public housing. I also question favouring political intervention as a substitute for resolution by an administrative tribunal. After all, the fair and impartial adjudication of such disputes is what an administrative tribunal is designed for. Whichever path is chosen, a definition of transitional housing would provide clarity.

## **Roommates**

Throughout the Northwest Territories, it is not unusual for people to rent out spare rooms to other individuals. The high cost of living in the North often necessitates this extra source of income. Generally speaking this is not an issue and where the person renting out the room owns the premises the tenancy is governed by the Act. However, where the person renting out the room is renting the premises from another party the Act does not apply.

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<sup>1</sup><https://www.cmhc-schl.gc.ca/odpub/pdf/63445.pdf>

Subsection 1(1) of the Act defines a landlord as including:

the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, **other than a tenant occupying rental premises**, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; [emphasis mine]

The Act is designed to set out the rights and obligations of landlords and tenants, and provide resolution services for disputes *between landlords and tenants*. Effectively, what I will refer to as “tenant-tenant” residential tenancies are specifically exempt from the Act, because there is no provision including them. The contract between the tenant renting out a room and the person renting the room would be considered a civil contract, and should any disputes arise out of this type of contract the Rental Office suggests the parties make inquiries regarding filing a claim in the Territorial Civil Court.

To my mind, in consideration of the population of parties renting rooms from other tenants in the North, it may be appropriate to give some thought to how those tenant-tenant relationships can be better protected and perhaps brought within the Act.

### **Authority to Rescind Previous Orders**

Subsections 84(1) and 84(2) of the Act permit the Rental Officer to make an order for monetary compensation which includes a minimum monthly payment plan. Subsection 84(3) permits the Rental Officer to rescind that order and replace it with an order to pay any compensation still owing in a lump sum. There are no provisions in the Act authorizing the Rental Officer to rescind any other types of orders.

In situations where the circumstances of a dispute have changed subsequent to the issuance of an order, effectively making any part of that order unnecessary or excessive, there is no avenue for a Rental Officer to rescind or replace the order. A primary example occurs when an order has been issued for a tenant in subsidized public housing to pay a substantial amount of unsubsidized rent because they have failed to report their household income in accordance with their tenancy agreement. As soon as the tenant reports that household income the landlord recalculates the rent to apply any subsidies the tenant becomes eligible for, and as a result the amount of rental arrears drops substantially. The original order, however, remains in effect and enforceable. In this scenario – which recurs regularly – it would be most efficient for all concerned if the Rental Officer could rescind the previous order and replace it with an order that reflected the subsidized amount of rental arrears.

I would request consideration of an amendment to the Act permitting the Rental Officer to rescind previously issued orders.

## Assignment and Sub-letting

Subsection 22(2) of the Act specifies that an assignment/sublet is invalid unless the landlord has given written consent. It also specifies the landlord may not unreasonably withhold that consent.

Subsections 22(3) and 22(4) permit a tenant who has been unreasonably refused consent to assign/sublet their tenancy agreement to request an order from the Rental Officer permitting the assignment or sublet without the landlord's written consent.

There is no other remedy available for a tenant who has been unreasonably denied consent for an assignment/sub-let. Unfortunately this does not address situations where the unreasonable denial has resulted in the prospective assignee/sub-let losing interest in the assignment/sub-let, unfairly leaving the tenant in a position that may be financially unfeasible for them. In this scenario other remedies would be desirable, such as requiring the landlord to compensate the tenant for losses suffered as a direct result of the landlord's breach and/or early termination of the tenancy agreement.

I would request consideration of an amendment to the Act to provide for additional remedies where a landlord unreasonably withholds consent for an assignment or sub-let.



Adelle Guigon  
Rental Officer

## Schedule A

**Statistics for the Year  
April 1, 2016, to March 31, 2017**

<b>APPLICATIONS FILED</b>						
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<b>Total</b>	<b>690</b>	<b>644</b>	<b>628</b>	<b>579</b>	<b>500</b>	<b>474</b>
<b>By Landlords</b>	<b>641</b>	<b>595</b>	<b>566</b>	<b>540</b>	<b>455</b>	<b>450</b>
<b>By Tenants</b>	<b>49</b>	<b>49</b>	<b>62</b>	<b>39</b>	<b>45</b>	<b>24</b>

<b>APPLICATIONS HEARD</b>						
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<b>Total</b>	<b>382</b>	<b>410</b>	<b>409</b>	<b>492</b>	<b>400</b>	<b>360</b>
<b>From Landlords</b>	<b>352</b>	<b>377</b>	<b>376</b>	<b>462</b>	<b>369</b>	<b>343</b>
<b>From Tenants</b>	<b>30</b>	<b>33</b>	<b>33</b>	<b>30</b>	<b>31</b>	<b>17</b>

<b>APPLICATIONS WITHDRAWN OR DISMISSED</b>						
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<b>Total</b>	<b>323</b>	<b>250</b>	<b>177</b>	<b>137</b>	<b>86</b>	<b>68</b>
<b>By Applicants</b>	<b>293</b>	<b>211</b>	<b>154</b>	<b>118</b>	<b>71</b>	<b>60</b>
<b>By Rental Officer</b>	<b>30</b>	<b>39</b>	<b>23</b>	<b>19</b>	<b>15</b>	<b>8</b>

<b>REMEDIES PROVIDED TO TENANTS</b>	
Security Deposits	7
Entry	3
Repairs / Maintenance	5
Vital Services	1
Disturbances	2
Safety Devices	1
Early Termination (Family Violence)	1

REMEDIES PROVIDED TO LANDLORDS	
Security Deposits	1
Alteration of Locks	1
Entry	3
Rental Arrears	282
Tenant Damages	86
Disturbances	23
Additional Obligations	79
Termination of Tenancies of Different Types	1
Termination for Landlord's Use or Sale	1
Lost Future Rent (Abandonment)	1
Overholding Rent	70
Conditional Orders	102
Minimum Monthly Payment Plan	29

\*Note: Many orders contain multiple remedies. Therefore, the total remedies applied exceed the total number of orders. For example, there are three available remedies which may be applied for non-payment of rent. Often an order for non-payment of rent contains more than one remedy.



## TERMINATION AND EVICTION ORDERS

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Termination Orders Requested by Tenant	3	0	5	2	0	0
Termination Orders Requested by Landlord	144	146	149	191	121	160
Termination Orders as Percentage of Applications Heard	38%	36%	38%	39%	30%	44%
Evictions Ordered	123	121	127	114	86	153
Eviction Orders as Percentage of Applications Heard	32%	29%	31%	23%	21%	42%

\*Note: These numbers include orders which terminated a tenancy agreement or evicted tenants only if specific conditions were not met.

## MONETARY COMPENSATION ORDERS

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<b>Total Orders Granting Monetary Compensation</b>	<b>308</b>	<b>330</b>	<b>326</b>	<b>414</b>	<b>329</b>	<b>314</b>
<b>Total Value of Orders Issued</b>	<b>\$1,695,225</b>	<b>\$1,746,655</b>	<b>\$2,538,477</b>	<b>\$3,011,165</b>	<b>\$1,985,780</b>	<b>\$1,922,337</b>
<b>Average Value</b>	<b>\$5,503</b>	<b>\$5,292</b>	<b>\$7,786</b>	<b>\$7,273</b>	<b>\$6,036</b>	<b>\$6,122</b>

## ELAPSED TIME BETWEEN FILING AND HEARING

	2011-2012	%	2012-2013	%	2013-2014	%	2014-2015	%	2015-2016	%	2016-2017	%
<b>0-30 days</b>	<b>82</b>	<b>21%</b>	<b>88</b>	<b>21%</b>	<b>62</b>	<b>15%</b>	<b>68</b>	<b>14%</b>	<b>24</b>	<b>6%</b>	<b>5</b>	<b>1%</b>
<b>31-60 days</b>	<b>193</b>	<b>51%</b>	<b>208</b>	<b>51%</b>	<b>171</b>	<b>42%</b>	<b>200</b>	<b>41%</b>	<b>221</b>	<b>55%</b>	<b>39</b>	<b>11%</b>
<b>61-90 days</b>	<b>69</b>	<b>18%</b>	<b>91</b>	<b>22%</b>	<b>111</b>	<b>27%</b>	<b>121</b>	<b>24%</b>	<b>119</b>	<b>30%</b>	<b>91</b>	<b>25%</b>
<b>91-120 days</b>	<b>16</b>	<b>4%</b>	<b>16</b>	<b>4%</b>	<b>27</b>	<b>7%</b>	<b>58</b>	<b>12%</b>	<b>20</b>	<b>5%</b>	<b>125</b>	<b>35%</b>
<b>120+ days</b>	<b>22</b>	<b>6%</b>	<b>7</b>	<b>2%</b>	<b>38</b>	<b>9%</b>	<b>45</b>	<b>9%</b>	<b>16</b>	<b>4%</b>	<b>100</b>	<b>28%</b>

## METHOD OF HEARING BY COMMUNITY

April 1, 2016 - March 31, 2017

	In Person	By Phone
Behchoko	20	3
Deline		7
Enterprise		1
Fort Liard		9
Fort McPherson		10
Fort Providence		17
Fort Resolution		10
Fort Simpson		21
Fort Smith		21
Gameti		4
Hay River		29
Inuvik		29
Jean Marie River		1
Lutsel K'e		17
Nahanni Butte		1
Norman Wells		6
Paulatuk		2
Sachs Harbour		9
Sambaa K'e (Trout Lake)		1
Tsiigehtchic		4
Tuktoyaktuk		21
Tulita		8
Ulukhaktok		3
Wekweeti		2
Whati		9
Wrigley		5
Yellowknife	79	11
<b>Total</b>	<b>99</b>	<b>261</b>