

IN THE MATTER between **NTHC**, Applicant, and **R.M.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**R.M.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 9, 2016

**Place of the Hearing:** Fort Resolution, Northwest Territories

**Appearances at Hearing:** M.U., representing the applicant  
E.A.M., representing the applicant

**Date of Decision:** August 9, 2016

**REASONS FOR DECISION**

An application to a rental officer made by Fort Resolution Housing Authority as the applicant/landlord against R.M. as the respondent/tenant was filed by the Rental Office May 16, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for May 25, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had repeatedly disturbed other tenants' enjoyment and possession of the rental premises and residential complex. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 9, 2016, in Fort Resolution, Northwest Territories. The rental officer appeared by telephone. Ms. M.U. and Ms. E.A.M. appeared representing the applicant. Mr. R.M. was sent notice of the hearing by registered mail deemed served July 27, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. M. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

*Preliminary matters*

The application to a rental officer identified the landlord as Fort Resolution Housing Authority. The written tenancy agreement identified the landlord as the NTHC with Fort Resolution Housing Authority as its agent. The applicant's representatives agreed the applicant/landlord should properly be identified as the NTHC and as such the style of cause going forward will be amended accordingly.

### *Tenancy agreement*

The applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 10, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

### *Disturbances*

The applicant's representatives testified and provided evidence establishing that the respondent and/or his guests have repeatedly disturbed other tenants' enjoyment of the rental premises and residential complex throughout the tenancy by fighting, being intoxicated, playing music too loud, and causing incidents requiring the attendance of the RCMP. Multiple notices were given to the respondent regarding these incidents, with no apparent resolution. The disturbances have continued to date. I am satisfied the respondent has repeatedly failed to comply with his obligation not to disturb other tenants' enjoyment or possession of the rental premises and residential complex.

### *Rental arrears and reporting of household income*

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been assessed subsidies except for July and August 2016.

Effective June 1, 2016, the landlord reclaimed responsibility for calculating subsidized rent from its agent. Subsidized rent is calculated based on reported household income. Prior to June 1, 2016, the household income was required to be reported on a monthly basis. This policy was changed to permit tenants to report their household income on an annual basis by providing their annual income tax assessments from the Canada Revenue Agency (CRA). Although the respondent did provide authorization for the CRA to release his income tax assessment to the applicant, the respondent did not file his 2015 income taxes. He also has not separately reported his income for June and July 2016. As such, the applicant does not have the information required from which to calculate the respondent's subsidized rent for July and August 2016.

Section 6 of the tenancy agreement specifies the requirement for the tenant to report his total household income as directed by the landlord. Section 7 of the tenancy agreement specifies that as long as the tenant is not in breach of the agreement, "including, but not limited to, the Tenant's obligations under section 6," then the tenant will be eligible for a rent subsidy.

I am satisfied the respondent has failed to comply with his obligation to report his household income for the months of June and July 2016. This breach of his tenancy agreement nullifies respondent's eligibility for a rent subsidy. I am satisfied the application of the maximum monthly rent of \$1,545 for the months of July and August 2016 is reasonable and appropriate.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. The last rent payment was recorded on January 26, 2016, in the amount of \$75.

I find the respondent has repeatedly failed to comply with his obligation to pay his rent in full when due. I find the respondent has accumulated rental arrears in the amount of \$3,443.

*Termination of the tenancy agreement and eviction*

In combined consideration of the respondent's repeated failure to pay his rent, substantial accumulation of rental arrears, and repeated disturbance of other tenants' enjoyment of the rental premises and residential complex, I am satisfied that termination of the tenancy agreement and eviction are justified.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,443; to report his household income for the months of June and July 2016; terminating his tenancy agreement August 31, 2016; evicting him from the rental premises September 1, 2016; and requiring him to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day he remains in the rental premises after August 31, 2016.

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Adelle Guigon  
Rental Officer