

IN THE MATTER between **NTHC**, Applicant, and **JPL**, 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-

**JPL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 4, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>CS, representing the applicant AH, representing the applicant JPL, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 4, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JL as the respondent/tenant was filed by the Rental Office May 11, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for May 27, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, to terminate the tenancy agreement, and for eviction.

A hearing was scheduled for October 4, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS and Ms. AH appeared representing the applicant. Mr. JPL appeared as respondent.

*Preliminary matters*

The application to a rental officer identifies the respondent/tenant as "JL". The written tenancy agreement identifies the tenant as "JL". The respondent introduced himself at hearing as "JPL". The respondent confirmed at hearing the correct spelling of his full name and that he is the tenant to the tenancy agreement in question. It was agreed the style of cause going forward would reflect the respondent/tenant as "JPL".

*Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 22, 2013. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears and reporting of household income*

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been assessed subsidies based on reported household income. The last payment received against the account was recorded on August 21, 2016, in the amount of \$365; there have been only seven payments made between April 2015 and October 2016.

The parties agreed that the respondent has not reported his income since December 2015. The applicant's representatives confirmed that his monthly assessed rent of \$365 has been calculated based on the respondent's average income for 2015. The respondent was repeatedly notified of his rental arrears. An agreement to pay made between the parties was unsuccessful.

The respondent testified to and acknowledged that he has had financial difficulties since 2015 resulting from losing his employment. He acknowledged his accumulated debt and his failure to comply with the agreement to pay. He has since attained income support, although the support received is only for \$80 per month towards rent. The respondent has started attending Aurora College on a full-time basis and is seeking student financial assistance. He also has a part-time job. The respondent confirmed that his income since December 2015 has changed since he was assessed the \$365 per month subsidy. He further confirmed that he has not reported that change in income to the applicant.

I am satisfied the respondent has failed to report his income for the months of December 2015 to September 2016 as required under section 6 of the tenancy agreement. I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I am satisfied the respondent has been repeatedly late paying his rent. I find the respondent has accumulated rental arrears in the amount of \$3,360. It is understood that upon reporting of income for the months of December 2015 to September 2016 the monthly rents may be re-assessed resulting in an amended balance to the rent account.

*Termination of the tenancy agreement and eviction*

The applicant's representatives agreed under the respondent's circumstances that termination of the tenancy agreement and eviction would be appropriate conditional on the respondent reporting his household income for December 2015 to September 2016, paying his rent on time, and paying at least \$400 towards the accumulated rental arrears.

In consideration of the respondent's repeated failure to pay his rent and the substantial amount of rental arrears I am satisfied termination of the tenancy agreement and eviction are justified. I am in agreement with the applicant that conditional termination and eviction are appropriate remedies under the circumstances.

*Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$3,360; to pay his rent on time in the future; terminating the tenancy agreement January 31, 2017, unless his household income for December 2015 to September 2016 is reported, the rents for November, December, and January are paid on time, and at least \$400 is paid towards the rental arrears; and evicting the respondent from the rental premises February 1, 2017, if the termination of the tenancy becomes effective.

---

Adelle Guigon  
Rental Officer