

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

**FT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 3, 2016

**Place of the Hearing:** Deline, Northwest Territories

**Appearances at Hearing:** LB, representing the applicant

**Date of Decision:** November 3, 2016

**REASONS FOR DECISION**

An application to a rental officer made by DHA on behalf of the NTHC as the applicant/landlord against FT as the respondent/tenant was filed by the Rental Office August 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The applicant sent a copy of the filed application to the respondent by registered mail deemed served September 28, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had repeatedly failed to pay his rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 3, 2016, in Deline, Northwest Territories. The rental officer appeared by telephone. Mr. LB appeared representing the applicant. Mr. FT was sent notice of the hearing by registered mail deemed served October 13, 2016, pursuant to section 71(5) of the Act. The applicant's representative confirmed that they had not heard from or seen the respondent over the last two months, they had not received any information nor any confirmation of whether or not the respondent had abandoned the rental premises, and did not have a forwarding or alternate address or phone number for the respondent. I'm satisfied the respondent was served in accordance with the Act at the last known address for him and the hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

*Tenancy agreement*

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing November 5, 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

### *Rental arrears*

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. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

The last payment received against the respondent's rent account was recorded February 22, 2016, in the amount of \$55.50. The respondent's rent was assessed for the months prior to April 2016 based on reported household income at \$70 per month. The respondent failed to report his income for the months of March to October 2016 resulting in the applicant's assessment of the maximum monthly rent of \$1,445 for the months of April to November 2016.

Section 6 of the tenancy agreement requires the tenant to report his total household income as and when required by the landlord. Up until June 2016, the household income was required to be reported on a monthly basis from which the following month's rent would be assessed subsidies. As of July 2016, the applicant's reporting requirements were amended to allow for rent subsidies to be calculated annually based on the tenant's income for the previous calendar year. The tenant completed the consent form for the Canada Revenue Agency (CRA) to release his income information to the landlord as required; however, the respondent failed to file his taxes for 2015 and as such the CRA did not have any information to release to the landlord from which they could calculate rent subsidies.

Section 7 of the tenancy agreement specifies that as long as the tenant is not in breach of the tenancy agreement, including the tenant's obligations under section 6 of the tenancy agreement, then the tenant is eligible for a rent subsidy. In other words, if the tenant breaches any conditions of the tenancy agreement then they are not eligible for a rent subsidy.

The applicant's representative testified that repeated attempts have been made to communicate with the respondent, but the respondent refused to reply or otherwise resolve the tenancy issues.

I am satisfied the respondent has failed to comply with section 6 of the tenancy agreement by failing to report his household income as required. I am satisfied that by failing to comply with section 6 of the tenancy agreement and by failing to pay his rent the respondent is not eligible for rent subsidies for the months of April to November 2016. I am satisfied the application of the maximum monthly rent of \$1,445 for those months is appropriate under the circumstances. I find the respondent has accumulated rental arrears in the amount of \$11,628.

*Termination of the tenancy agreement and eviction*

In consideration of the substantial amount of rental arrears accumulated, the repeated and unreasonable failure to pay rent, and the failure to report income as required, 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 \$11,628; terminating the tenancy agreement November 30, 2016; evicting the respondent December 1, 2016; and requiring the respondent to pay compensation for use and occupation at a rate of \$47.51 for each day he remains in the rental premises after November 30, 2016.

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Adelle Guigon  
Rental Officer