

IN THE MATTER between **THA**, Applicant, and **MB**, 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:

**THA**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2016

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

**Appearances at Hearing:** JK, representing the applicant  
MB, respondent

**Date of Decision:** December 20, 2016

### **REASONS FOR DECISION**

An application to a rental officer made by THA as the applicant/landlord against MB as the respondent/tenant was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for November 1, 2016.

The applicant alleged the respondent had caused disturbances, had failed to report income as required, and continued to occupy the rental premises after the tenancy agreement was terminated. An order was sought for payment of rental arrears, eviction, and compensation for use and occupation.

A hearing was scheduled for December 13, 2016, by three-way teleconference. Ms. JK appeared representing the applicant. Ms. MB appeared as respondent.

#### *Preliminary matter*

The application to a rental officer identified the applicant/landlord as THA. All supporting documents identify the landlord as THA. As this appears to be a straightforward spelling error, the application will be amended and the style of cause going forward will identify the applicant/landlord as THA.

#### *Tenancy agreement and termination*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing in January 2011. Section 7 of the tenancy agreement identifies the tenancy as subsidized public housing. I am satisfied a valid tenancy agreement for subsidized public housing was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

On July 4, 2016, the applicant served a termination notice on the respondent, ending the tenancy agreement August 31, 2016, pursuant to section 51(5) of the Act. Section 51(5) of the Act permits a landlord of subsidized public housing to terminate a tenancy agreement on the last day of a period of the tenancy by giving the tenant a notice of termination not later than 30 days before that date. I am satisfied the tenancy agreement between the parties was terminated August 31, 2016, in accordance with the Act.

#### *Disturbances*

The applicant's representative testified and provided evidence of disturbances which occurred February 18, 19, and 20, 2016. No further complaints of disturbances have been reported since. The respondent did not dispute the applicant's claim. I am satisfied the respondent is responsible for the disturbances which occurred in February 2016.

#### *Reporting of household income*

The applicant's representative testified and provided evidence that the respondent had failed to report her household income as required between January and May 2016. Since filing of the application to a rental officer, it appears from the statements of account that the respondent has provided the required information as the monthly rents to date have been assessed subsidies. The respondent did not dispute that she had failed to report her income during the period alleged. Section 6 of the tenancy agreement specifies the tenant's obligation to report her total household income. I am satisfied the respondent had failed to comply with her obligation to report her total household income, although she has since resolved the issue.

### *Rental arrears*

The parties agreed and evidence was presented establishing that the respondent had repeatedly failed to pay the full amount of her rent when due. As previously mentioned, all rents have been assessed subsidies based on reported household income. The last payments made against the rent account were recorded: on December 2<sup>nd</sup> and November 3<sup>rd</sup> for \$499.34 each; on September 30<sup>th</sup> for \$697.78; and on September 20<sup>th</sup> for \$128. No payments were made against the respondent's rent account between February and September 2016. I am satisfied the respondent has repeatedly failed to pay her rent. I find the respondent has accumulated rental arrears in the amount of \$4,930.11. December's rent is not included in this balance.

### *Eviction*

The parties agreed the respondent remains in occupancy of the rental premises to date. The applicant's representative confirmed that the termination of the tenancy agreement has not been rescinded, the tenancy agreement has not been reinstated, and the Tepee Housing Board of Directors have directed her to seeking an eviction order.

The respondent – a 71-year-old elder – explained that since receiving the termination notice she has experienced personal issues requiring repeated travelling, but she has been making efforts to find alternate accommodations. She does not wish to continue residing at the rental premises due to historical issues around the condition of the rental premises and allegations of poor management and lack of effective communication between the landlord and tenants. The respondent indicated her intent to continue reporting her income monthly and paying her rent each month until she can secure alternate accommodations. In effect, the respondent is simply seeking more time to find a new place to live.

Having found that the tenancy agreement between the parties was terminated August 31, 2016, in accordance with the Act, and finding that the respondent remains in occupancy of the rental premises, I am satisfied an eviction order is justified. However, in consideration of the respondent's status as an elder, her recent efforts to pay her subsidized rent when due and commitment to continue doing so, her acknowledgement of her debt in accumulated rental arrears, the personal issues which have interfered with her ability to secure new housing right away, and her desire to move out of the rental premises, I am satisfied a delay in the date of eviction is justified to accommodate the respondent's efforts to find suitable alternate accommodations.

#### *Orders*

An order will issue: requiring the respondent to pay rental arrears in the amount of \$4,930.11; requiring the respondent to comply with her obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex; requiring the respondent to comply with her obligation to report her total household income in accordance with section 6 of her tenancy agreement; evicting the respondent from the rental premises on February 28, 2017; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of no more than \$46.03 for each day the respondent remains in the rental premises after November 30, 2016.

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Adelle Guigon  
Rental Officer