

IN THE MATTER between **NTHC**, Applicant, and **MC and AD**, Respondents.

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-

MC and AD

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 31, 2017
<u>Place of the Hearing:</u>	Lutselk'e, Northwest Territories
<u>Appearances at Hearing:</u>	EN, representing the applicant MRC, representing the applicant MC, respondent
<u>Date of Decision:</u>	January 31, 2017

REASONS FOR DECISION

An application to a rental officer made by LKHA on behalf of the NTHC as the applicant/landlord against MC and AD as the respondents/tenants 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 Lutselk'e, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail signed for October 3, 2016.

The applicant alleged the respondents had repeatedly failed to pay the full amount of rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, that future rent be paid on time, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for Tuesday, January 31, 2017, in Lutselk'e, Northwest Territories. The rental officer appeared by telephone. EN and MRC appeared representing the applicant. MC appeared by telephone as respondent and on behalf of AD.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 14, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (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 respondents' rent account. All rents have been assessed subsidies based on reported household income. The last payment received against the account was recorded December 30, 2016, in the amount of \$500. The respondent did not dispute the accuracy of the applicant's accounting.

The respondent explained that he had not been working for a year and believed the rent subsidy had not been adjusted accordingly. The applicant argued that when the landlord switched from monthly income reporting to annual income reporting, the respondents' actual household income would have been reflected for the previous taxation year and accounted for accordingly. It was reiterated that if there were any significant changes to income after the annual subsidy was calculated the onus is on the tenant to report those changes in order to re-assess the amount of the subsidy.

I am satisfied that the monthly rents have been appropriately assessed subsidies based on reported household income. I find the respondents have repeatedly failed to pay rent and have accumulated substantial rental arrears in the amount of \$9,135.58.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated failure to pay their rent in full and on time and the accumulation of substantial rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

In addition, the respondent confirmed that his family had actually just moved to Calgary for at least a two-year period; his intention was to remain in Lutselk'e to try and find work so that he could pay off the rental arrears while his family lives and attends school in Calgary. As the family has moved, their primary residence is no longer in the Northwest Territories and as such they are no longer eligible for subsidized public housing under the current joint tenancy.

Pursuant to section 57(b) of the Act, a subsidized public housing tenancy agreement may be terminated where the tenant has ceased to meet the requirement for occupancy of the rental premises. Under the circumstances, I am satisfied the respondents have ceased to meet the requirements for occupancy of subsidized public housing and as such termination of the tenancy agreement and eviction are further justified.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$9,135.58; terminating the tenancy agreement February 28, 2017; evicting the respondents from the rental premises March 1, 2017; and requiring the respondents to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day they remain in the rental premises after February 28, 2017.

Adelle Guigon
Rental Officer