

IN THE MATTER between **NTHC**, Applicant, and **LJ and KJ**, 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-

LJ and KJ

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>	MRC, representing the applicant EN, representing the applicant KJ, 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 LJ and KJ 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 September 28, 2016.

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

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

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 9, 2015. The respondent indicated LJ has not resided at the rental premises since December 2015, however, no notice was given to the applicant to terminate the joint tenancy agreement or enter into a sole tenancy agreement. I am satisfied a valid joint tenancy agreement for subsidized public housing 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 and are currently assessed at \$325 per month. The last two payments received against the rent account were recorded October 3, 2016, in the amount of \$800, and January 20, 2016, in the amount of \$120.

The respondent claimed that she had been on employment insurance since 2015 which ended in the fall of 2016. The respondent admitted that she did not notify the landlord of having been on employment insurance until the fall of 2016, at which time she did not tell them that she was no longer receiving employment insurance. Regardless, she claimed that the subsidized rent needed to be recalculated based on her actual income. The applicant's representatives testified that upon receipt from the respondent of her employment insurance income information her monthly rent was re-assessed which resulted only in the subsidized rent for April 2016 being reduced from \$555 to \$325; no changes were assessed for the subsequent months. As such, all rents have been properly assessed subsidies based on reported household income.

I am satisfied that all rents have been assessed subsidies based on reported household income. The calculation of rent subsidies is entirely within the purview of the applicant. Should a tenant have questions or concerns regarding the proper calculation of rent subsidies, the applicant has a three-tiered appeal process which the tenant can access. The Act's concern is only with whether or not the rent is charged under the terms of the tenancy agreement, which in this case states that the tenant may be eligible for a rent subsidy calculated in accordance with the applicant's public housing rent scale as amended from time to time.

I find the respondents have repeatedly failed to pay their rent and have accumulated rental arrears in the amount of \$6,294.43.

Termination of the tenancy agreement and eviction

In consideration of the respondents repeated and unreasonable failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue: requiring the respondents to pay rental arrears in the amount of \$6,294.43; terminating the tenancy agreement March 31, 2017; evicting the respondents from the rental premises April 1, 2017; and requiring the respondents to pay compensation for use and occupation in the amount of \$47.51 for each day they remain in the rental premises after March 31, 2017.

Adelle Guigon
Rental Officer