

IN THE MATTER between **NTHC**, Applicant, and **PS and SS**, 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-

PS and SS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 2, 2017
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MH, representing the applicant SS, respondent PS, respondent
<u>Date of Decision:</u>	March 2, 2017

REASONS FOR DECISION

An application to a rental officer made by Tulita Housing Association as the applicant/landlord against PS and SS as the respondents/tenants was filed by the Rental Office September 20, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The applicant personally served a copy of the filed application on the respondents September 30, 2016.

The applicant alleged the respondents had repeatedly failed to pay rent, had repeatedly failed to comply with a rental officer order, and had accumulated rental arrears. An order was sought to rescind a previous rental officer order, for lump sum payment of the rental arrears, to terminate the tenancy agreement, and for eviction.

A hearing was scheduled for March 2, 2017, by three-way teleconference. MH appeared representing the applicant. SS and PS appeared as respondents.

Preliminary matters

The application to a rental officer identified Tulita Housing Association as the landlord. The written tenancy agreements identified the landlord as NTHC with Tulita Housing Association as its agent. The parties agreed at hearing that the application should be amended to identify NTHC as the applicant/landlord with Tulita Housing Association as its agent. Going forward, the style of cause will reflect NTHC as the applicant/landlord.

Previous orders

Rental Officer Order Number 20-8310 dated April 20, 2005, required the respondents to pay rental arrears in the amount of \$9,068.59, terminated the tenancy agreement May 16, 2005, unless the rental arrears were paid in full, and required the respondents to pay their future rent on time.

Rental Officer Order Number 20-9589 dated July 26, 2007, required the respondents to pay rental arrears in the amount of \$9,203 in minimum monthly installments of \$500 starting in July 2007, and required the respondents to pay their future rent on time.

Rental Officer Order Number 20-10420 dated October 29, 2008, rescinded Rental Officer Order Number 20-9589 and required the respondents to pay rental arrears in the amount of \$7,346, and terminated the tenancy agreement November 21, 2008, unless the rental arrears were paid in full.

Rental Officer Order Number 20-11103 dated January 21, 2010, rescinded Rental Officer Order Number 20-10420 and required the respondents to pay rental arrears in the amount of \$34,334 in minimum monthly installments of \$20 starting in January 2010, and required the respondents to pay their future rent on time.

Rental Officer Order Number 20-13231 dated March 6, 2013, required the respondents to comply with their obligation to report their income as required and not to breach that obligation again.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing October 16, 2003. 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 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 subsidized based on reported household income and are currently assessed at \$70 per month. The last payment received on the rent account was recorded November 29, 2016, in the amount of \$100.

The applicant's representative testified that although the current monthly rent has been assessed on reported household income, the income that has been reported does not include PS's income for the 2015 calendar year and as such the assessed rent does not account for PS's income. Effective July 1, 2016, the applicant amended their reporting requirements from monthly to annual, and the annual reporting requires the provision of annual CRA income tax assessments. Although PS did sign the CRA consent to release his 2015 income tax assessment to the applicant, he has not in fact filed his 2015 tax return as yet. Therefore, he in effect has not reported his income for 2015 and the applicant has not calculated the rent subsidy based on the total household income. Once this information has been reported it may very well alter the amount of subsidized rent retroactively, which in turn may alter the amount of rental arrears accumulated.

The respondents did not dispute either the accuracy of the landlord's accounting or PS's failure to file his 2015 tax return. They acknowledged their continued failure to pay their rent and the debt they owe, and are prepared to comply as best they can with their obligations going forward.

I am satisfied the lease balance statement accurately reflects the current status of the respondents' rent account. I find PS has failed to comply with his obligation to report his income as required pursuant to section 6 of the tenancy agreement. I further find the respondents have repeatedly failed to pay their rent, have failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$27,618. The rental arrears total includes an amount still outstanding under Rental Officer Order Number 20-11103.

Termination of the tenancy agreement and eviction

In consideration of the respondents' repeated failure to report their household income, repeated failure to pay their rent, and substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed at hearing that conditional termination and eviction dependent on at least \$300 being paid against the rental arrears, the rents for April, May, and June being paid on time, and PS reporting his 2015 income would be appropriate.

Orders

An order will issue: rescinding paragraph 1 of Rental Officer Order Number 20-11103 and requiring the respondents to pay rental arrears in the amount of \$27,618; requiring the respondents to pay their rent on time in the future; requiring PS to report his income for the 2015 calendar year as required, and that he not breach that obligation again; terminating the tenancy agreement June 30, 2017, unless at least \$300 is paid towards the rental arrears, the rents for April, May, and June are paid on time, and PS reports his 2015 income; and evicting the respondents from the rental premises July 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer