

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

**RD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 27, 2017

**Place of the Hearing:** Fort Liard, Northwest Territories

**Appearances at Hearing:** EM, representing the applicant  
RD, respondent

**Date of Decision:** July 27, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by FLHA on behalf of the NTHC as the applicant/landlord against RD as the respondent/tenant was filed by the Rental Office May 10, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the respondent by registered mail signed for June 20, 2017.

The applicant alleged the respondent had repeatedly failed to pay the full amount of her rent when due and had accumulated rental arrears. An order was sought for payment of the rental arrears, payment of future rent on time, and termination of the tenancy agreement.

A hearing was scheduled for July 27, 2017, in Fort Liard, Northwest Territories. The Rental Officer appeared by telephone. EM appeared representing the applicant. RD appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2013. I am satisfied a valid tenancy agreement is in place 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 respondent's rent account. All rents have been subsidized and are currently assessed at \$345 per month. Other than no payment being received in February and a \$100 payment being received in March, monthly payments received since July 2016 amounted to \$75 each. Prior to that, no payments were received in June, May, and January 2016, and December, September, August, May, April, and March 2015.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of her rent and has accumulated rental arrears in the amount of \$3,912.50.

*Reporting of household income*

Paragraph 6 of the written tenancy agreement specifies the tenant's obligation to report the total income for all adult occupants of the rental premises as and when required by the landlord, and in the form required by the landlord. Prior to July 1, 2016, income was required to be reported on a monthly basis. Effective July 1, 2016, the landlord began requiring income be reported on an annual basis with Canada Revenue Agency income tax notices of assessment.

The applicant's representative testified that her head office notified her that, while they had received all necessary income information for the respondent herself, they had yet to receive the respondent's adult son's income information for the 2015 and 2016 calendar years. The respondent acknowledged that she had been requesting her son's cooperation in that regard for some time, but he had yet to follow through on his promises to have his tax filings completed.

I am satisfied that the respondent's son is an authorized occupant of the rental premises and he has failed to report his income to the landlord as required. Because the respondent is the sole tenant to the tenancy agreement, I must find the respondent has failed to comply with her obligation to report the total household income in accordance with paragraph 6 of the written tenancy agreement.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears, and the respondent's son's repeated failure to report his income as required, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement between the parties and in an effort to provide the respondent with an opportunity to resolve the outstanding issues with her son's assistance, the termination of the tenancy agreement and eviction will be conditional on the payment of the rental arrears in full, the payment of future rent on time, and the respondent's son reporting his income for the 2015 and 2016 calendar years.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,912.50;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to comply with her obligation to report her total household income and not to breach that obligation again;
- terminating the tenancy agreement October 31, 2017, unless the rental arrears are paid in full, the rents for August, September, and October are paid on time, and the respondent's son reports his income for the 2015 and 2016 calendar years; and
- evicting the respondent from the rental premises November 1, 2017, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer