

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

LN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 26, 2017

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the applicant
LN, respondent

Date of Decision: April 26, 2017

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the applicant/landlord against LN as the respondent/tenant was filed by the Rental Office February 7, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent on the respondent by registered mail deemed served February 28, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

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, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for April 26, 2017, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the applicant. LN appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing July 11, 2012. I am satisfied a valid tenancy agreement is in place in accordance with 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 received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$555 per month. No payments or insufficient payments were made in seven of the last 12 months.

The rent subsidy is calculated annually for July to June based on the total household income as reported in income tax filings for the previous calendar year. The respondent did not dispute the accuracy of the landlord's accounting, acknowledging and accepting responsibility for her debt. The respondent explained that she had been working full time until the end of June 2016, after which her only source of income was her employment insurance for the months of July, August, and September. In October, the respondent began working part time. The respondent admitted that she did not notify the applicant of the change in her employment status and income, mentioning it for the first time last month. She was told then to bring in her paperwork for the period so that the applicant could re-assess her subsidized rent. The respondent only just came in a couple of days before this hearing to do that. Section 6 of the written tenancy agreement requires the tenant to accurately report her household income to the landlord.

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 when due and has accumulated rental arrears in the amount of \$962. I find the respondent has failed to comply with her obligation to accurately report her total household income to the applicant.

Termination of the tenancy agreement and eviction

Although the respondent's repeated failure to pay her rent and the amount of accumulated rental arrears may justify termination of the tenancy agreement, it was noted that once the respondent reports her actual income since July 2016 it is possible the re-assessed rent subsidies may result in a substantial reduction to the balance of rental arrears. It was agreed that under the circumstances termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises were not appropriate at this time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$962;
- requiring the respondent to pay her rent on time in the future; and
- requiring the respondent to comply with her obligation to report changes in her household income to the applicant, and not to breach that obligation again.

Adelle Guigon
Rental Officer