

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

AK

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
AK, 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 AK 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 served on the respondent by registered mail signed for February 22, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent 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. AK 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, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears and reporting of 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 \$325. No payments were received in the months of November and December 2016, and January and March 2017. When the application was filed the respondent had accumulated rental arrears in the amount of \$975. Since filing, the respondent had brought his rent account to a zero balance on February 28, 2017. He currently has a balance owing of \$650 for the rents for March and April 2017.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging his debt and accepting responsibility for it. He confirmed that when he is working he has always kept up with his rent with no problem. In November 2016 he was laid off and had to wait for his employment insurance payments to kick in. He has continued looking for work, but there is currently nothing available.

The applicant's representative indicated that the subsidized rent is now calculated based on the tenant's household income for the previous calendar year as reported in their CRA income tax filings. Had the respondent reported the change in his income to the applicant, the amount of his subsidized rent could have been re-assessed based on that change and may have resulted in a lower subsidized rent amount. The respondent admitted he did not report the change in his income to the applicant.

Section 6 of the written tenancy agreement requires the tenant to provide the landlord with an accurate report of the household income at such time and in such forms as may be specified by the landlord from time to time. By failing to notify the landlord of the change in the respondent's income the applicant cannot be said to have been provided with an accurate report of the household income.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay his rent and has accumulated rental arrears in the amount of \$650. I find the respondent has failed to comply with his obligation to accurately report his income to the applicant.

Termination of the tenancy agreement

While I am satisfied the respondent has failed to pay his rent, I am only satisfied that this pattern of behaviour started in November 2016 when the respondent was laid off from work. I am not satisfied either that a repeated pattern of failing to pay rent when due has been established or that substantial rental arrears exist from which to justify the applicant's request for termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises. As such, those three requests are denied.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$650;
- requiring the respondent to pay his rent on time in the future; and
- requiring the respondent to comply with his obligation to report his total household income in accordance with paragraph 6 of his tenancy agreement by reporting his actual income for the period of November 2016 to April 2017 to the applicant.

Adelle Guigon
Rental Officer