

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

DI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FE, representing the applicant
DI, respondent

Date of Decision: December 5, 2017

REASONS FOR DECISION

An application to a rental officer made by AHA on behalf of the NTHC as the applicant/landlord against DI as the respondent/tenant was filed by the Rental Office June 26, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Aklavik, Northwest Territories. The filed application was served on the respondent by registered mail signed for July 20, 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, and eviction.

A hearing was scheduled for December 5, 2017, by three-way teleconference. FE appeared representing the applicant. DI appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing February 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statements of account entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents up to and including June 2017 were subsidized and assessed at \$325 per month. The respondent failed to complete her 2016 income tax return, which the landlord requires to assess rent subsidies from for the period of July 2017 to June 2018, pursuant to paragraph 6 of the written tenancy agreement. As a result, the maximum monthly rent of \$1,445 was charged for the months of July 2017 to December 2017. No payments or insufficient payments were received in 15 of the last 18 months.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. The respondent also acknowledged her failure to have her 2016 income tax return prepared, but offered the explanation that she has been having difficulty getting in touch with her tax preparer for several months. She expressed a commitment to keep trying to get a hold of him to try and get her tax filings completed as quickly as possible.

I am satisfied the statements of account accurately reflect the current status of the respondent's rent account. I find the respondent has failed to comply with her obligation to report her total household income for the 2016 calendar year as required under paragraph 6 of the written tenancy agreement. I find the application of the maximum monthly rent for the months of July to December 2017 appropriate. I find the respondent has repeatedly failed to pay her rent when due. I find the respondent has accumulated rental arrears in the amount of \$10,283.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The parties agreed a conditional termination and eviction would be reasonable dependent on monthly payments being made.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$10,283;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to comply with her obligation to report her total household income as required under paragraph 6 of the written tenancy agreement;

- terminating the tenancy agreement March 31, 2018, unless at least \$150 is paid by December 31, 2017, and at least \$450 is paid per month in January, February, and March 2018; and
- evicting the respondent from the rental premises on April 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer