

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

RG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2018

Place of the Hearing: Inuvik, Northwest Territories

Appearances at Hearing: DD, representing the applicant
RV, representing the applicant

Date of Decision: June 12, 2018

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of the NTHC as the applicant/landlord against RG as the respondent/tenant was filed by the Rental Office March 15, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the respondent April 10, 2018.

The applicant alleged the respondent had repeatedly failed to report household income as required, had repeatedly failed to pay rent, and had accumulated rental arrears. An order was sought for payment of rental arrears, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 12, 2018, in Inuvik. The Rental Officer appeared by telephone. DD and RV appeared representing the applicant. RG was personally served notice of the hearing April 10, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The tenancy agreement was terminated March 1, 2018, pursuant to subsection 51(5) of the Act by written notice given to the tenant on January 16, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account as of March 2, 2018. A payment receipt for \$100 dated March 2, 2018, was also provided in the application package which was not reflected in the lease balance statement. The applicant's representative testified that the respondent remains in occupancy of the rental premises and that the rents for April, May, and June have been charged against the respondent's rent account. The applicant's representative testified that no further payments have been received against the rent account since March 2, 2018.

All rents up to and including June 2017 were subsidized and last assessed at \$80 per month. The rents since July 2017 were charged at the maximum monthly rent of \$1,625 due to the respondent's ongoing failure to report his 2016 household income as required pursuant to paragraph 6 of the written tenancy agreement. Either substantially insufficient payments or no payments were received in the last 12 months of the tenant's occupancy of the rental premises. The last two payments received against the respondent's rent account were recorded March 2, 2018, in the amount of \$100 and November 6, 2017, in the amount of \$160.

Given that the respondent is obligated to report his household income so that the applicant can calculate any rent subsidies the respondent might be eligible for under the subsidized public housing program his tenancy agreement falls within, the reasonable consequence for failing to report the household income as required is for the applicant to charge the unsubsidized rent of \$1,625. I am satisfied that the applicant's actions in this instance were appropriate. I trust that should the respondent report his 2016 household income in the interim that the rents for July 2017 to February 2018 inclusive will be retroactively assessed for eligible subsidies.

Given that I have found the tenancy agreement was terminated March 1, 2018, in accordance with the Act, I am satisfied that the respondent was no longer eligible for rent subsidies since that date, regardless of whether or not he had reported his household income. Because the tenancy ended and the respondent did not vacate the rental premises, he became an overholding tenant since March 1, 2018. Subsection 67(1) of the Act establishes that the landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated. I am satisfied the charging of the unsubsidized rent of \$1,625 for the months of March, April, May, and June 2018 is appropriate.

I am satisfied the amended lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$19,155.

Eviction and compensation for use and occupation

Subsection 51(5) of the Act provides for a subsidized public housing landlord to terminate a subsidized public housing tenancy agreement by giving the tenant at least 30 days' written notice. As previously indicated, I am satisfied the applicant complied with subsection 51(5) of the Act and I find that the tenancy agreement between the parties was terminated March 1, 2018.

The respondent was given more than 30 days' notice that his tenancy would be terminated and he would have to vacate the rental premises. The respondent was given repeated opportunities to resolve the issues which led to the applicant terminating the tenancy agreement and he did not take advantage of those opportunities. The respondent was provided an opportunity to present a defence to the allegations made under the application to a rental officer and he chose not to take advantage of that opportunity. The respondent has not vacated the rental premises as required.

In light of the respondent's repeated failure to report his household income as required, his repeated failure to pay any amount of rent when due, the substantial amount of rental arrears accumulated, and that the respondent remains in occupancy of the rental premises, I am satisfied an eviction order is justified. An order for the respondent to pay compensation for use and occupation of the rental premises will also issue.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$19,155;
- evicting the respondent from the rental premises July 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day he remains in the rental premises after June 30, 2018, to a maximum of \$1,625 per month.

Adelle Guigon
Rental Officer