

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

PL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 11, 2018

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: July 11, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against PL as the respondent/tenant was filed by the Rental Office May 11, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the respondent by registered mail deemed served June 11, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had failed to comply with his obligation to report household income as and when required, had repeatedly caused disturbances, and had failed to comply with a rental officer order. An order was sought for payment of 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 July 11, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. PL was sent notice of the hearing by registered mail deemed served June 11, 2018, pursuant to subsection 71(5) of the Act. Additionally, a detailed voicemail message was left for the respondent at the telephone number provided in the application asking him to pick up his mail and notifying him of the scheduled hearing. 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 Act.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15831 issued January 30, 2018, required the respondent to comply with his obligation not to disturb the landlord's or other tenants' enjoyment of possession of the rental premises or residential complex, and not to breach that obligation again.

Rental arrears and reporting of household income

The lease ledgers and statements of account (rent documents) 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 2018 have been subsidized and were last assessed at \$160 per month. The rent for July 2018 was not subsidized due to the respondent failing to report his household income for the 2017 calendar year, and was assessed at the maximum monthly rent of \$1,625. No payments were received in eight of the last 12 months of the tenancy.

Schedule A to the tenancy agreement specifies that the rent is due in full on or before the first of each month. Generally speaking, subsidized public housing organizations in the Northwest Territories are usually content if the rent is paid within the month that it's due. In this case, the respondent habitually makes substantial payments against accumulated arrears a few times a year, usually during the summer months. The respondent did not make his first payment after moving in until August 12, 2016, which was in the amount of \$950 and resulted in a small credit. Since moving into the rental premises 25 months ago, the respondent has made 17 payments against his rent account. Only one of those payments resulted in a credit which lasted five months, however the subsequent payment was not received for another four months after the credit expired. The most recent payments, received in May and June 2018, resulted in another credit until the unsubsidized rent was charged for July.

Paragraph 6 of the tenancy agreement specifies the tenant's obligation to provide an accurate report of the household income at such times and in such forms as may be specified by the landlord from time to time. The applicant's current policies require tenants in subsidized public housing to report their household income for the previous calendar year by the end of June of the current year. There are various acceptable forms the reporting may be made in, but the applicant prefers the reporting be through the household occupants' income tax filing. The monthly rent subsidies are calculated for July to June based on the reported income. If the tenant does not report their income in any of the acceptable forms by the June 30th due date then the rent subsidies cannot be calculated and the tenant is charged the full unsubsidized rent for their rental premises until they do report their income as required.

In this case, the respondent has not reported his 2017 income in any of the acceptable forms, nor has he filed his 2017 taxes. Consequently, the applicant charged the respondent the maximum monthly rent of \$1,625 for July, which I find appropriate in the circumstances.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has failed to comply with his obligation to report his household income in accordance with paragraph 6 of the written tenancy agreement. I find the respondent has repeatedly failed to pay rent in full when due. I find the respondent has accumulated rental arrears in the amount of \$810, which represents the remaining outstanding balance of the unsubsidized rent for July 2018.

Disturbances

The applicant's representative testified and provided evidence regarding repeated disturbances which were reported and observed coming from the respondent's rental premises in April 2018. The nature of the disturbances consisted of loud partying and noise at all hours. The previous rental officer order found the respondent responsible for repeated and unreasonable disturbances of a similar nature occurring between August and October 2017. The respondent is a summer seasonal worker and it appears to be during the off-season that

the disturbances occur. The applicant's representative testified that when the respondent is kept busy with work he does not have the parties, but when he's not kept busy he drinks and parties more and that's when the worst of the disturbances seem to occur. For example, the respondent has started working again and there have been no reported disturbances since the end of April.

I am satisfied that the respondent is responsible for the disturbances reported to have occurred in April 2018. I find the respondent has failed to comply with his obligation not to cause disturbances or permit disturbances to be caused by persons he allows onto the rental premises or residential complex.

Termination of the tenancy agreement and eviction

Each of the three identified breaches individually would not necessarily justify termination of the tenancy agreement and eviction. Considered collectively, however, I am satisfied there is some merit to considering termination of the tenancy agreement. The applicant's representative agreed that the situation may not yet be to the extent to proceed to unconditional termination and eviction, and that it may just be a matter of getting the point across to the respondent that he must comply with his obligations or else he could face unconditional termination and eviction. By agreement with the applicant's representative, the eviction order is denied but a long-term termination order will issue conditional on the respondent paying his rental arrears, paying his future rent on time, reporting his 2017 household income as required, and causing no further disturbances.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$810;
- requiring the respondent to pay his rent on time in the future;
- requiring the respondent to comply with his obligation to report the household income as required, and not to breach that obligation again;

- requiring the respondent to comply with his obligation not to cause disturbances or permit disturbances to be caused by persons he permits on the rental premises or residential complex, and not to breach that obligation again; and
- terminating the tenancy agreement December 31, 2018, unless the rental arrears are paid in full, the rents for August to December are paid on time, no further complaints of disturbances verified as caused by the respondent or persons permitted on the rental premises or residential complex by the respondent are reported to the applicant, and the respondent's household income for 2017 is reported to the applicant.

Adelle Guigon
Rental Officer