

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

MJR

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 24, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant
<u>Date of Decision:</u>	January 24, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against MJR as the Respondent/Tenant was filed by the Rental Office December 12, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent January 7, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to report household income as required. An order was sought for payment of rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 24, 2019, in Behchoko. TM and LE appeared representing the Applicant. MJR was personally served notice of the hearing January 7, 2019. 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 representatives testified and evidence was presented establishing a subsidized public housing residential tenancy agreement between the parties commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16003 issued April 19, 2018, required the Respondent to pay rental arrears in the amount of \$15,648, required the Respondent to pay future rent on time, required the Respondent to comply with the obligation to report household income as required, and required the Respondent to comply with the obligation to notify the Landlord of any changes to the number of occupants residing at the rental premises.

Reporting of household income

The Applicant's representatives testified that the Respondent still has not reported the household income for the 2016 and 2017 calendar years. Consequently, the maximum monthly rent of \$1,545 continues to be charged since July 2017.

Section 6 of the written tenancy agreement requires the Tenant to report the income for all adult occupants of the rental premises as and when required by the Landlord, and in the form required by the Landlord. The income is required to be reported on an annual basis due June 30th of each year and consisting of the total income for the previous calendar year. The rent subsidies are calculated for the July to June months based on the previous year's income.

I am satisfied the Respondent has failed to report the household income for the 2016 and 2017 calendar years. I find the Respondent has failed to comply with their obligation to report household income as required, and Respondent has failed to comply with a rental officer order to comply with the obligation to report household income as required. I am satisfied the charging of the maximum monthly rent since July 2017 is appropriate in the circumstances.

Rental arrears

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 assessed subsidies based on reported household income. The last subsidized rent assessed based on actual reported income was recorded for June 2017 at \$580. As previously found, the Respondent has failed to report household income for the 2016 and 2017 calendar years which has resulted in the maximum monthly rent of \$1,545 being charged since July 2017. The last payment received against the rent account was recorded May 8, 2017, in the amount of \$600.

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 rent and has accumulated rental arrears in the amount of \$29,553, which represents approximately 20 months' rent. Of that amount, \$15,648 is accounted for under Rental Officer Order Number 16003; that order remaining enforceable, the order to pay rental arrears issued today will account for the rental arrears accumulated since the last rental officer order in the amount of \$13,905.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to report household income as required and repeated failure to make any payments towards the rent account, I am satisfied the termination of the tenancy agreement and eviction are justified. At the request of the Applicant's representatives, the termination and eviction orders will be conditional – over a very short time frame – on the Respondent reporting the total household income and paying the subsidized rent for February on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears accumulated since the last rental officer order was issued in the amount of \$13,905 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement February 28, 2019, unless the household income for the 2016 and 2017 calendar years is reported to the Applicant and the subsidized rent for February is paid on time (p. 41(4)(c), p. 45(4)(e), ss. 83(2));
- evicting the Respondent from the rental premises March 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer