

IN THE MATTER between **NTHC**, Applicant, and **EA**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

EA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2019

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: KK and KO, representing the Applicant
EA as the Respondent.

Date of Decision: May 22, 2019

REASONS FOR DECISION

An application to a rental officer made by the NTHC as the Applicant/Landlord against EA as the Respondent/Tenant was filed by the Rental Office on November 29, 2018. The application was made regarding a residential tenancy agreement for subsidized public housing located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail January 15, 2019 and then by email on January 18, 2019.

The Applicant claimed that the Respondent had rental arrears and sought an order for payment of rental arrears, termination and eviction.

A hearing was scheduled for January 22, 2019. This hearing was postponed at the request of the Respondent. A second hearing was scheduled for March 20, 2019. This hearing was postponed at the request of the Applicant and the agreement of the Respondent. A third hearing was scheduled for May 22, 2019, KK appeared representing the Applicant, EA appeared as the Respondent.

Previous Rental Officer Orders

Previous Rental Officer Order #10-12548 issued January 19, 2012 ordered the Respondent to:

1. Pay rental arrears in the amount of \$12,237, in monthly installments of no less than \$50 a month.
2. Pay future rent on time.

Previous Rental Officer Order #15897 issued April 4th, 2018 ordered the Respondent to:

1. Pay rental arrears in the amount of \$13,067.
2. Pay rent on time.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement (dated April 1, 2018) between the parties for subsidized public housing. According to this agreement the tenancy commenced on April 1, 2012. The Agreement, which was signed by all parties, sets out the terms of the agreement and includes Schedule B detailing who, aside from the Tenant, may occupy the premises. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental Arrears

The Lease Balance statement provided by the Applicant and entered into evidence, represents the accounting of monthly assessed rent and payments received. Rents are subsidized based on household income. The statement dated March 18, 2019 covers the period April 1, 2012 to March 1, 2019, showing a balance owing of \$31,401.63. An updated statement dated May 22, 2019 for the period April 1, 2012 to May 1, 2019, was provided to the Rental Office the morning of the hearing showing a revised balance owing (including April and May 2019) of \$31,871.63. The Applicant testified during the hearing that this information had previously been provided to the Respondent.

This balance does not reflect the recent order of the Rental Officer. In the Rental Officer Order and Reasons for Decision #15897 issued April 4th, 2018, the Rental Officer did not accept a carried forward amount of \$16,167.00 or tenant damages of \$282.63, but did order the Respondent to pay rental arrears in the amount of \$13,067.00. When this total, \$29,516.63, is deducted from the balance \$31,871.63, the new balance owing is \$2,355.00.

At the hearing for the current application it was explained that only those arrears that have accrued since the previous order in April 2018 can be considered at this hearing. According to the Lease Balance Statement dated May 22, 2019, the Respondent currently owes \$2,355.00 in rental arrears for the period May 2018 to May 2019.

During the early part of this period the Respondent regularly paid their subsidized rent of \$80 a month as well as \$50 a month towards their arrears. However in July 2018 the rent was reassessed to \$365 a month. The Applicant testified that this reassessment was based on the entire income of the household, was communicated to the Respondent, and numerous attempts were made to engage the Respondent in discussions about their growing arrears. The Respondent continued to pay \$130 a month resulting in rental arrears of \$2,355.00.

The Respondent testified and provided evidence of their limited income and claimed that they couldn't afford to pay the increased rent. The Applicant explained that their rent was based on the entire household income, not the Respondent's alone. When asked if there might be a willingness to reassess the rent, the Applicant testified that the rent was based on current income information obtained from the Canada Revenue Agency and they saw no reason to revisit this assessment.

I am satisfied that the Lease Balance statements accurately reflect the current status of payments made and that the Respondent has repeatedly failed to pay their rent when due, accumulating rental arrears of \$2,355.00 during the period May 2018 to May 2019.

Termination of the Tenancy Agreement and Eviction

In light of the Respondent's repeated failure to pay their rent when due, and considering the long history of failure to pay their rent as documented in the previous orders, I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$2,355.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent for June on time (p.41(4)(b));.
- terminating the tenancy agreement on June 30, 2019 and ordering the tenant to vacate the rental premises on that date (p. 41(4)(c)); and
- evicting the Respondent from the rental premises July 1, 2019 (p. 63(4)(a)).

Janice Laycock
Deputy Rental Officer