

IN THE MATTER between **NTHC**, Applicant, and **JB**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

JB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Tulita, Northwest Territories
<u>Appearances at Hearing:</u>	SD, for the Applicant DY, for the Applicant
<u>Date of Decision:</u>	October 10, 2019

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against JB as the Respondent/Tenant was filed by the Rental Office on June 20, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent on August 8, 2019.

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

A hearing was scheduled for August 21, 2019, and both parties were provided notice. Janice Laycock, Rental Officer, appeared by telephone. SD and DY appeared representing the Applicant. No one appeared for the Respondent. The hearing proceeded in their absence as provided for in section 80(2) of the *Residential Tenancies Act* (the Act).

Although the hearing proceeded, a decision was not rendered at the end of the hearing. The hearing was adjourned pending receipt by the Rental Officer of further information from the Applicant relating to the Respondent's assessed rent and payments for the period after June 2019. The Applicant testified that they were expecting to receive income information from the Respondent shortly and would be able to assess rents based on that information.

An updated lease balance statement to September 2019 and a letter to the Respondent from the Applicant detailing their arrears was received by the Rental Officer from the Applicant on October 9, 2019, and this information was considered in making a decision.

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing between the parties beginning on October 11, 2018. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears and breach of obligation to report income information

The lease balance statement entered into evidence shows the balance owed by the Respondent as of September 2019 is \$9,142.48. This includes the balance owing from a previous tenancy (\$3,912.48 lease 3263), a tenant damage charge of \$52.50, and \$222.50 owing on the security deposit. Neither the rental arrears from the previous tenancy, the tenant damages charges, nor the security deposit are part of the current application, and when those amounts are deducted from the lease balance statement the total rental arrears owing are \$4,955.

As the Respondent did not provide income information for 2018 as required under section 6 (Tenant's Income) of the written agreement, market rent of \$1,445 was charged for the months of July, August, and September 2019. If income information had been provided the arrears would be reduced significantly. Prior to July the subsidized rent was \$140 per month.

I am satisfied that the adjusted lease balance statement for the tenancy agreement between the parties for subsidized public housing accurately reflects the status of the Respondent's rental account. I find that the total rental arrears owed by the Respondent to the end of September 2019 are \$4,955. I assume that if updated income information is provided by the Respondent as required under the tenancy agreement that this amount could be adjusted.

Termination of the tenancy agreement and eviction.

Included as evidence is a last chance agreement signed by all parties in February 2019. According to this document the Respondent agreed to pay \$60 each month on their arrears. The lease balance statement shows that the Respondent did not comply with this agreement as no payments were made on the arrears and only partial payments (\$70 per month) were made on the rent. In the period of July to September 2019 no payments were made on either rent or arrears despite a number of requests from the Applicant.

Based on the evidence presented I find that the Respondent has repeatedly failed to pay their full rent when due and have not made efforts to address their arrears. For these reasons I am satisfied that termination of the tenancy agreement and eviction are justified. However, I believe that it may be possible for the parties to find a resolution prior to that. Therefore, the termination and eviction orders will be conditional on the Respondent paying off their arrears, paying the rent when due, and providing household income information for 2018 as required under the written tenancy agreement.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$4,955 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- requiring the Respondent to comply with their obligation under section 6 of the written tenancy agreement to report their household income and not to breach this obligation again (p.45(4)(a), p.(45(4)(b));
- terminating the tenancy agreement January 31, 2020, unless the rental arrears are paid in full, the rents for November and December 2019 and January 2020 are paid on time, and the household income for the 2018 calendar year is reported (p. 41(4)(c), p. 45(4)(e), 83(2)); and
- evicting the Respondent from the rental premises on February 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer