

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

KH

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 30, 2019
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	AH, for the Applicant DH, for the Applicant
<u>Date of Decision:</u>	October 30, 2019

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against KH as the Respondent/Tenant was filed by the Rental Office September 6, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was deemed served on the Respondent by registered mail on October 17, 2019.

The Applicant claimed that the Respondent had rental arrears, owed for tenant damages, and had not reported their income in accordance with Section 6 of their tenancy agreement. An order was sought for payment of rental arrears and tenant damages, to report income as required, as well as for termination and eviction. At the hearing the Applicant testified that there were no outstanding charges for tenant damages and expressed a willingness to continue to work with the Respondent.

A hearing was scheduled for October 31, 2019, and both parties were provided notice of the hearing. Janice Laycock, Rental Officer, appeared by telephone. DH and AH appeared representing the Applicant. No one appeared for the Respondent. The Respondent was deemed served with the notice of the hearing by registered mail on October 17, 2019. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy Agreement

Evidence was presented establishing a tenancy agreement for subsidized public housing beginning on October 18, 2018. I am satisfied that a tenancy agreement is in place in accordance with the Act.

Rental Arrears - Breach of Obligation

The lease balance statement entered into evidence provides information on charges and payments on the rental account. According to the statement, as of October 1, 2019, the Respondent currently has rental arrears of \$6,697.49. Subsidized rent was previously \$80 per month but had been increased to market rent of \$1,625 in July of 2019 because the Respondent had failed to provide income information as required under Section 6 of the Tenancy Agreement.

The Applicant testified that the Respondent had taken over the tenancy agreement for the rental unit when his mother died and despite numerous counselling sessions with the local housing authority had not been able to provide income information or to pay rent when due. One of the issues seems to be the lack of any identification, which is needed to file income tax.

The history of communications with the Respondent are documented in the evidence provided, including a "Statement of History and Facts" dated September 9, 2019. It is clear that the Applicant had taken steps to counsel Mr. Heron of his responsibilities and had repeatedly reminded him that rent was due and that he needed to provide household income information.

I am satisfied that the lease balance statement accurately reflects the current status of the Respondent's rental account. I find that the rental arrears currently owing are \$6,697.49 and that the Respondent has breached his obligation under Section 6 of the Tenancy Agreement to provide household income information.

Termination and Eviction

Based on the evidence and testimony of the Applicant, it is clear that the Respondent has a history of not paying his rent when due. In the twelve months since the tenancy began, the Respondent has only made one rent payment of \$120 in May 2019. As previously discussed, the Respondent has also breached his obligation under the Tenancy Agreement to provide his income information.

For these reasons I am satisfied that termination and eviction are justified. However, the Applicant testified that they are willing to work with the Respondent. Considering this, termination and eviction will be conditional on the Respondent paying off their rental arrears, paying rent on time in the future, and providing income information as required under the tenancy agreement.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$6,697.49 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 their written tenancy agreement to report household income and not 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, rents for November and December 2019 and January 2020 are paid on time and the household income is reported as required (p. 41(4)(c), p. 45(4)(e), ss. 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