

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

LO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 1, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FG, representing the Applicant

Date of Decision: April 1, 2020

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against LO as the Respondent/Tenant was filed by the Rental Office February 13, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent February 26, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had failed to comply with a rental officer order to pay future rent on time, had accumulated rental arrears, and has failed to comply with the obligation to transfer units. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was held April 1, 2020, by three-way teleconference. FG appeared representing the Applicant. LO was personally served notice of the hearing February 26, 2020. 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order #20-13678 issued June 18, 2014, ordered the Respondent to pay rental arrears in the amount of \$27,971.10 and ordered the Respondent to pay future rent on time. The monetary paragraph of this order has been satisfied.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$325 per month. No payments have been received in 10 of the last 12 months of the tenancy.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$2,574.99. That amount represents approximately 8 months' subsidized rent.

Transfer of units

Paragraph 3 of the written tenancy agreement states that the Tenant agrees to accept a transfer to other premises when, in the Landlord's opinion, the premises are no longer suitable.

The rental premises the Respondent currently occupies is a two-bedroom unit. When he was first allocated the current unit there were three people occupying the premises, including the Respondent, which justified the two-bedroom unit. In July 2016 one of the other occupants stopped residing at the rental premises and was removed from Schedule B of the written tenancy agreement; Schedule B lists the authorized occupants to the rental premises.

In November 2018, the local housing association board determined that the Respondent's two-bedroom unit was no longer suitable. At that time, the Respondent was given notice that he would be required to transfer into a one-bedroom unit when it became available in following few months. The Respondent was notified in February 2019 that the one-bedroom unit was ready to move into. The Respondent requested a delay in the transfer due to medical issues preventing him from physically being able to move his belongings; the delay was granted.

In May 2019, the local housing association believed the Respondent was in a condition to be able to move and again notified him of the requirement to transfer to the one-bedroom unit. The local housing association gave the Respondent 30 days from May 29, 2019, to effect the move. The Respondent refused to do so and continued to occupy the two-bedroom unit.

In November 2019, the local housing association board reaffirmed the reallocation of the Respondent to the one-bedroom unit. On December 6, 2019, the Respondent was notified of the reaffirmation and given 14 days to effect the move. The Respondent again refused to move. When contacted by the District Office Programs Advisor to reiterate the requirement to move, the Respondent "elected not to relocate." The Application responded by filing the application to a rental officer.

By refusing to comply with the Applicant's reallocation requirement the Respondent has deprived a larger family in need of a two-bedroom unit from suitable accommodation under the subsidized public housing program for over a year. This is a selfish and inconsiderate act on the Respondent's part, and a clear breach of paragraph 3 of the written tenancy agreement.

I am satisfied that the Respondent has been given more than ample opportunity to comply with the reallocation notice issued to him. I find the Respondent has failed to comply with his obligation to transfer to other premises as required under paragraph 3 of the written tenancy agreement.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeatedly failure to pay the rent, the substantial amount of subsidized rental arrears that have accumulated, and the Respondent's continued failure to comply with his obligation to transfer to other premises, I am satisfied termination of the tenancy agreement and eviction are justified.

However, given the current COVID-19 pandemic directives and consequential temporary suspension of Sheriff's services respecting evictions, it was agreed that an eviction order would not be issued at this time and that the termination order would be deferred by three months conditional on the Respondent paying the rental arrears, paying future rent on time, and moving into the one-bedroom unit.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,574.99 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with his obligation to move into the one-bedroom unit (p. 45(4)(a)); and
- terminating the tenancy agreement June 30, 2020, unless the rental arrears are paid in full, the monthly subsidized rents for April, May, and June are paid on time, and the Respondent has moved into the one-bedroom unit (p. 41(4)(c), p. 45(4)(e), ss. 83(2)).