

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

**EBS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 21, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** SW, representing the Applicant

**Date of Decision:** January 21, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against EBS as the Respondent/Tenant was filed by the Rental Office December 3, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 22, 2020.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was held January 21, 2021, by three-way teleconference. SW appeared representing the Applicant. EBS was served with notice of the hearing by registered mail signed for December 22, 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, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #20-14299 issued October 16, 2014, required the Respondent to pay rental arrears of \$2,510 in minimum monthly installments of \$100 per month starting in November 2014; required the Respondent to pay her future rent on time; and terminated the tenancy agreement March 31, 2015, unless the minimum monthly installments and the monthly subsidized rents for November through March were paid on time.

Rental Officer Order #15323 issued November 22, 2016, required the Respondent to pay rental arrears of \$448; required the respondent to pay future rent on time; terminated the tenancy agreement February 28, 2017, unless the rental arrears were paid in full and the monthly subsidized rents for December, January, and February were paid on time; and evicted the Respondent from the rental premises March 1, 2017, if the termination of the tenancy agreement became effective.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. The statement included charges for utilities and repairs which were not applied for. One payment of \$150 had been made against those utilities/repairs arrears, leaving an outstanding amount of \$606.57 which was deducted from the statement balance.

All rents were assessed for subsidies based on reported household income in accordance with sections 6 and 7 of the written tenancy agreement. The total household income for the previous calendar year is used to assess the subsidized rents for the following July through June. In this case the Respondent's total household income for 2019 was reported as exceeding the CNIT threshold, resulting in the Respondent being ineligible for rent subsidies and being charged since July 2020 the maximum rent of \$1,445. The Respondent subsequently requested that her rent be re-assessed due to changes to the household income experienced in the current 2020 calendar year, however, the request was recently denied due to one of the Respondent's adult children failing to produce required proof of income. The responsibility for calculating the rent subsidies lies with the Landlord, and in this case I am satisfied that the current assessments are accurate based on the reported 2019 household income.

The lease balance statement shows that regardless of the assessed amount of the monthly rent the Respondent has not paid enough in six of the last 10 months of the tenancy, and has not made any payments in the other four months.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$8,578.51. That amount represents approximately six months' unsubsidized rent.

### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent when due, the Respondent's failure to comply with a Rental Officer order to pay future rent on time, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. In consideration of the likelihood that the monthly subsidized rent amounts will change retroactively if the Respondent's son fulfills his obligation to provide the required income report, it was agreed at hearing to issue the termination and eviction orders conditional on the Respondent paying the rental arrears in full and paying her future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,578.51 (p. 41(4)(a));
- requiring the Respondent to pay her future rent on time (p. 41(4)(b));
- terminating the tenancy agreement April 30, 2021, unless the rental arrears are paid in full and the monthly subsidized rents for February, March, and April are paid on time (p. 41(4)(c), ss. 83(2));
- evicting the Respondent from the rental premises May 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer