

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

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 11, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: August 11, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office June 23, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received July 3, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, had further disturbed the Landlord's possession or enjoyment of the rental premises, had failed to comply with a rental officer order not to cause further disturbances, and had disconnected a fire alarm device in the rental premises. An order was sought for payment of rental arrears, payment of future rent on time, compliance with the obligation not to disconnect fire alarm devices, compliance with the obligation not to cause disturbances, termination of the tenancy, and eviction.

A hearing was held August 11, 2021, by three-way teleconference. PS appeared representing the Applicant. MP was served notice of the hearing by email deemed received July 3, 2021. 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 3, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order #16901 issued May 27, 2020, ordered: the Respondent to pay rental arrears of \$939; the Respondent to pay future rent on time; the Respondent to comply with the obligation not to cause disturbances and not to breach that obligation again; and conditional termination of the tenancy August 31, 2020, unless the rental arrears were paid in full and the monthly subsidized rents for June, July, and August were paid on time.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments made against the Respondent's rent account. All rents up to and including June 2021 were subsidized and assessed at \$160 per month. Either insufficient payments or no payments were made in 6 of the last 12 months of the tenancy.

At hearing the Applicant withdrew their request for an order to pay rental arrears because the Respondent had attended the office the day before and paid her arrears in full.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has failed to comply with a rental officer order to pay future rent on time.

Additional obligations - household income

Evidence was also presented establishing that the Respondent has failed to report the total household income as required. Subsection 45(1) of the Act requires the Tenant to comply with any additional obligations that are included in a written tenancy agreement. Section 6 of the written tenancy agreement requires the Tenant to report the total household income as and when required by the Landlord.

The total household income is required by the Landlord to assess any rent subsidies the Tenant might be eligible for. All adult occupants of the rental premises, including the Tenant, are required to report their income for the previous calendar year before the end of June. The subsidized rents for July to June are assessed based on the reported household income. The reporting is required in the form of the adult occupants' CRA tax return, which is automatically shared by CRA with the Landlord when the tax returns are filed.

The Applicant's representative testified that the Respondent's son turned 19 last year and was required to report his income for the first time. The Respondent herself was late producing her own income records. Again this year, the household income had yet to be reported by either the Respondent or her son when the Landlord notified the Applicant's representative in mid-July. The Applicant's representative testified that when the Respondent attended their office to pay her rent August 10, 2021, she told the staff that she had filed her taxes. No confirmation was received as to whether or not her son had filed his taxes yet.

I am satisfied that neither the Respondent nor her adult son reported their 2020 income before the end of June. I find the Respondent has failed to comply with her obligation to report the total household income in accordance with section 6 of the written tenancy agreement.

Additional obligations - fire alarm devices

Subsection 45(1) of the Act requires the Tenant to comply with any additional obligations and reasonable rules that are included in a written tenancy agreement. Section 19 of the written tenancy agreement requires the Tenant to comply with all house rules established in writing by the Landlord. Paragraph 4(f) of the House Rules strictly prohibits tampering with, covering up, or disconnecting any fire alarm systems or devices in the rental premises.

On March 12, 2021, maintenance personnel attended the rental premises and discovered the smoke detector was missing. Photographs were taken and provided in evidence.

I am satisfied the smoke detector is a fire alarm device required to be installed in the rental premises. I am satisfied the smoke detector was disconnected from the rental premises. I find the Respondent has failed to comply with the obligation not to disconnect any fire alarm device from the rental premises.

Disturbances

At the hearing regarding Rental Office File #16901 the Respondent was found to have failed to comply with her obligation not to disturb the Landlord's possession or enjoyment of the rental premises after having repeatedly called the Landlord's staff in a verbally abusive manner, including being accusatory and uttering threats. At the time the Respondent had testified to her efforts since filing of that application to monitor the tone and nature of her interactions with the Landlord's staff.

Evidence was provided establishing the recurrence of the abusive and aggressive attitude of the Respondent against the Applicant's staff on at least three documented instances since the last Rental Officer order was issued: in November 2020, May 2021, and July 2021. Additionally, the Applicant's representative testified that the Respondent contacts his office yelling and abusive every month when she is sent a statement of account.

I am satisfied that the Respondent's behaviour constitutes disturbances to the point of harassment. The Respondent's behaviour is unwarranted and disrespectful. The Landlord's staff have a right to a harassment-free workplace. I find the Respondent has repeatedly and unreasonably disturbed the Landlord's enjoyment of the rental premises and that the Respondent has failed to comply with the Rental Officer order not to cause further disturbances.

Termination of the tenancy and eviction

At the hearing, the Applicant's representative withdrew their request for an eviction order, indicating they would be satisfied with a conditional termination order.

In light not only of the Respondent's repeated failure to pay the rent in full when due and the Respondent's failure to comply with the Rental Officer order to pay her future rent on time, but also in consideration of the Respondent's repeated and unreasonable disturbances of the Landlord's enjoyment of the rental premises and the Respondent's failure to comply with the Rental Officer's order not to cause further disturbances, I am satisfied termination of the tenancy is justified. By agreement with the Applicant's representative, the termination order will be conditional on the Respondent paying her future rent on time and causing no further disturbances against the Landlord.

Orders

An order will issue:

- requiring the Respondent to pay her rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with her obligation to report the total household income as and when required (p. 45(4)(a));
- requiring the Respondent to comply with the obligation not to disconnect the fire alarm devices in the rental premises (p. 45(4)(a));
- requiring the Respondent to comply with her obligation not to disturb the Landlord's enjoyment of the rental premises and not to breach that obligation again (p. 43(3)(a), p. 43(3)(b)); and
- terminating the tenancy November 30, 2021, unless the monthly subsidized rents for August, September, and October are paid on time and no further disturbances are caused by the Tenant against the Landlord (p. 41(4)(c), p. 43(3)(d), ss. 83(2)).

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Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments made against the Respondent's rent account. All rents up to and including June 2021 were subsidized and assessed at \$160 per month. Either insufficient payments or no payments were made in 6 of the last 12 months of the tenancy.

At hearing the Applicant withdrew their request for an order to pay rental arrears because the Respondent had attended the office the day before and paid her arrears in full.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent in full when due and has failed to comply with a rental officer order to pay future rent on time.

Additional obligations - household income

Evidence was also presented establishing that the Respondent has failed to report the total household income as required. Subsection 45(1) of the Act requires the Tenant to comply with any additional obligations that are included in a written tenancy agreement. Section 6 of the written tenancy agreement requires the Tenant to report the total household income as and when required by the Landlord.

The total household income is required by the Landlord to assess any rent subsidies the Tenant might be eligible for. All adult occupants of the rental premises, including the Tenant, are required to report their income for the previous calendar year before the end of June. The subsidized rents for July to June are assessed based on the reported household income. The reporting is required in the form of the adult occupants' CRA tax return, which is automatically shared by CRA with the Landlord when the tax returns are filed.

The Applicant's representative testified that the Respondent's son turned 19 last year and was required to report his income for the first time. The Respondent herself was late producing her own income records. Again this year, the household income had yet to be reported by either the Respondent or her son when the Landlord notified the Applicant's representative in mid-July. The Applicant's representative testified that when the Respondent attended their office to pay her rent August 10, 2021, she told the staff that she had filed her taxes. No confirmation was received as to whether or not her son had filed his taxes yet.

I am satisfied that neither the Respondent nor her adult son reported their 2020 income before the end of June. I find the Respondent has failed to comply with her obligation to report the total household income in accordance with section 6 of the written tenancy agreement.

Additional obligations - fire alarm devices

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On March 12, 2021, maintenance personnel attended the rental premises and discovered the smoke detector was missing. Photographs were taken and provided in evidence.

I am satisfied the smoke detector is a fire alarm device required to be installed in the rental premises. I am satisfied the smoke detector was disconnected from the rental premises. I find the Respondent has failed to comply with the obligation not to disconnect any fire alarm device from the rental premises.

Disturbances

At the hearing regarding Rental Office File #16901 the Respondent was found to have failed to comply with her obligation not to disturb the Landlord's possession or enjoyment of the rental premises after having repeatedly called the Landlord's staff in a verbally abusive manner, including being accusatory and uttering threats. At the time the Respondent had testified to her efforts since filing of that application to monitor the tone and nature of her interactions with the Landlord's staff.

Evidence was provided establishing the recurrence of the abusive and aggressive attitude of the Respondent against the Applicant's staff on at least three documented instances since the last Rental Officer order was issued: in November 2020, May 2021, and July 2021. Additionally, the Applicant's representative testified that the Respondent contacts his office yelling and abusive every month when she is sent a statement of account.

I am satisfied that the Respondent's behaviour constitutes disturbances to the point of harassment. The Respondent's behaviour is unwarranted and disrespectful. The Landlord's staff have a right to a harassment-free workplace. I find the Respondent has repeatedly and unreasonably disturbed the Landlord's enjoyment of the rental premises and that the Respondent has failed to comply with the Rental Officer order not to cause further disturbances.

Termination of the tenancy and eviction

At the hearing, the Applicant's representative withdrew their request for an eviction order, indicating they would be satisfied with a conditional termination order.

In light not only of the Respondent's repeated failure to pay the rent in full when due and the Respondent's failure to comply with the Rental Officer order to pay her future rent on time, but also in consideration of the Respondent's repeated and unreasonable disturbances of the Landlord's enjoyment of the rental premises and the Respondent's failure to comply with the Rental Officer's order not to cause further disturbances, I am satisfied termination of the tenancy is justified. By agreement with the Applicant's representative, the termination order will be conditional on the Respondent paying her future rent on time and causing no further disturbances against the Landlord.

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Termination of the tenancy and eviction

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Orders

An order will issue:

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