

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

KS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: September 16, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against KS as the Respondent/Tenant was filed by the Rental Office August 16, 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 August 22, 2021, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations) and by registered mail deemed served August 26, 2021, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had failed to pay the security deposit, had repeatedly failed to pay rent, had permitted an unauthorized occupant to reside at the rental premises, had permitted pets into the rental premises, and had failed to report household income as required. An order was sought for payment of the security deposit, payment of the rental arrears, payment of future rent on time, compliance with the obligation not to permit unauthorized occupants, compliance with the obligation not to permit pets, compliance with the obligation to report household income, termination of the tenancy, and eviction.

A hearing was held September 16, 2021, by three-way teleconference. PS appeared representing the Applicant. KS was served with notice of the hearing by email deemed received August 22, 2021, and by registered mail deemed served August 26, 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 21, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Security deposit

Section 9 of the written tenancy agreement specifies a security deposit of \$1,625 is required from the Tenant. The lease balance statement confirms that no payments have been made to date towards the security deposit.

Subsection 14(2) of the Act provides for the Tenant to pay 50 percent of the security deposit at the beginning of the tenancy and the remaining 50 percent within three months of the beginning of the tenancy.

I am satisfied the Respondent has not made any payments towards the security deposit as of the hearing date, September 16, 2021. I find the Respondent has failed to comply with her obligation to pay the security deposit in full within the first three months of the tenancy and has accumulated security deposit arrears in the amount of \$1,625.

Household income

Section 6 of the written tenancy agreement requires the Tenant to report their total household income as and when specified by the Landlord. The NTHC requires their subsidized public housing Tenants to report their household income on an annual basis with their filed income tax returns for the previous tax year. The Respondent's 2020 income tax was required to be reported to the Applicant before the end of June 2021. From that reported income, the Applicant would calculate the rent subsidy for the period of July 2021 to June 2022.

Evidence was provided establishing that the Respondent has yet to file her 2020 taxes and report her income to the Applicant, despite having acknowledged this obligation and promising to comply.

I find the Respondent has failed to comply with the obligation to report her total household income in accordance with section 6 of the written tenancy agreement.

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. All rents up to and including June 2021 were subsidized and assessed at \$160 per month. The rents for July, August, and September 2021 were unsubsidized and charged at the maximum monthly rent of \$1,625 due to the Respondent's failure to report her household income as required. There have been no payments made towards the rent account in seven of the eight months of this 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 the rent and has accumulated rental arrears in the amount of \$5,277.76. That amount represents approximately 6 months' rent, both subsidized and unsubsidized.

Unauthorized occupants

Section 5 of the written tenancy agreement specifies that no unauthorized occupants may reside at the rental premises with the Tenant. The Tenant is required to seek the Landlord's consent to add an additional occupant to the tenancy. Any authorized occupants other than the Tenant would be included in Schedule B to the written tenancy agreement. Schedule B to the Respondent's written tenancy agreement lists no other authorized occupants to the rental premises.

On May 31, 2021, the Applicant's representative attended the Respondent's rental premises and found the Respondent's sister residing there with her dog. The Respondent had neither sought nor received authorization for any additional occupants to reside with her. The Respondent's sister was told at that time that she was not authorized to reside there, and that she was required to vacate the rental premises within one week.

On June 14, 2021, the Respondent promised that her sister would be vacating that day. The Applicant did not receive any subsequent verification from the Respondent that her sister had in fact vacated. When the Applicant attended the premises again on August 4, 2021, they were not permitted entry but could see partially into the premises from the doorway. They did not see the Respondent's sister or the Respondent's sister's dog, but were unable to confirm whether or not the Respondent's sister was still residing there.

I am satisfied that the Respondent's sister was residing with the Respondent at the rental premises at least until June 14, 2021. I am further satisfied that the Respondent did not request or receive the Landlord's consent to allow the Respondent's sister to reside with her. I find the Respondent has failed to comply with her obligation not to permit unauthorized occupants to reside with her at the rental premises.

Pets

On May 31, 2021, the Applicant's representative attended the Respondent's rental premises and discovered the presence of a dog and several birds. As previously mentioned, the dog was claimed by the Respondent's sister.

The Applicant reminded the Respondent that pets were strictly prohibited from the rental premises as clearly identified in two different places in the written tenancy agreement. The Respondent acknowledged the rule and agreed that her sister would remove the dog when she moved out and that her daughter would be taking the birds in “a couple days”.

The Applicant followed up with the Respondent on June 14, 2021. The Respondent confirmed that the dog and birds were still at the rental premises. She promised the dog would be removed that day and that her daughter would pick up the birds on Friday (June 18th).

The Applicant attended the rental premises on August 4, 2021, at which time he was not permitted entry. He spoke with the Respondent at the threshold to the rental premises and although he did not see the dog he did observe the birds were still there.

I am satisfied the Respondent has been keeping and continues to keep pets in the rental premises. I find the Respondent has repeatedly failed to comply with the obligation not to permit pets in the rental premises.

Termination of the tenancy and eviction

The Applicant’s representative has repeatedly attempted to communicate with the Respondent regarding the status of her rent account, the presence of the unauthorized occupant, and the presence of the pets in the rental premises, without success. The Respondent has not initiated any engagement with the Applicant, and has failed to follow through with any of her promises to address the referenced issues. Attempts by both the Applicant and Integrated Case Management (ICM) to contact the Respondent since August 4th have been unsuccessful and the Respondent has not replied to their messages.

The Applicant is hesitant to terminate the tenancy outright, but cannot permit the Respondent’s behaviour to go unchecked. In my opinion, given the Respondent’s failure to pay the security deposit, the Respondent’s repeated failure to pay the rent, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. The repeated failure to report her household income and to remove the pets from the rental premises contribute to the reasons to terminate the tenancy.

At the Applicant’s request, I agreed to order conditional termination of the tenancy and eviction dependent on several factors: the payment in full of the security deposit arrears, the payment in full of the rental arrears, the payment of future rent on time, the reporting of household income for the 2020 tax year, and the removal of the pets from the rental premises.

Orders

An order will issue:

- requiring the Respondent to pay the security deposit arrears of \$1,625 (p. 14.2(2)(a));
- requiring the Respondent to pay the rental arrears of \$5,277.76 (p. 41(4)(a));
- requiring the Respondent to pay her future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the obligation to report the household income as required (p. 45(4)(a));
- requiring the Respondent to comply with the obligation not to permit unauthorized occupants to reside at the rental premises (p. 45(4)(a));
- requiring the Respondent to comply with the obligation not to permit pets in the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy November 30, 2021, unless:
 - (a) the security deposit is paid in full;
 - (b) the rental arrears are paid in full
 - (c) the monthly subsidized rents for October and November are paid on time;
 - (d) the household income for the 2020 tax year is reported to the landlord; and
 - (e) all pets are removed from the rental premises. (p. 14.2(2)(d), p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises December 1, 2021, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer