

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

AK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 15, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DD, representing the Applicant RV representing the Applicant
<u>Date of Decision:</u>	December 15, 2021

REASONS FOR DECISION

An application to a rental officer made by the IHA on behalf of the NTHC as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office November 10, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent on November 23, 2021.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due and had accumulated significant rental arrears. An order was sought for payment of rental arrears, payment of rent on time, eviction, and compensation for use and occupation after termination of the tenancy.

A hearing was held on December 15, 2021, by teleconference. DD and RV appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf.

Prior to the hearing the Applicant was notified of a change in the teleconference number. As the Respondent does not have a phone, it was not possible to contact them. The Applicant informed the Rental Officer prior to the hearing and also testified at the hearing that the Respondent had recently informed them that he planned to come to the Applicant's office to participate in the hearing and was aware of the date and time. As the Respondent was provided notice of the hearing, had an opportunity to appear, and failed to appear after receiving sufficient notice, under subsection 80(2) of the *Residential Tenancies Act* (the Act), the hearing proceeded in their absence.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on March 5, 2021, and continuing month to month. The monthly subsidized rent was initially \$80, but went to full market rent of \$1,625 in July 2021 when the Respondent did not file their income tax and provide their household income information. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly subsidized rents and payments received against the Respondent's rent account. The updated statement provided to the Rental Office on December 15, 2021, shows that after not paying full rent for July and no rent for August, September, October, November, and December 2021, the Respondent currently has rental arrears totalling \$9,725.

The Applicant testified the rent was increased to \$1,625 in July 2021 because the Respondent did not file their income tax and, despite numerous requests to do so, did not provide income information to the Landlord as required under part 6 of the Tenancy Agreement, which states:

6. Tenant's Income

The Tenant promises to provide the Landlord, or any agent of the Landlord specified to the Tenant in writing, with an accurate report of the Tenant's income, the income of all other authorized occupants of the Premises, and the names, ages and gender of all persons who will occupy the Premises at such times as (sic) in such forms as may be specified by the Landlord from time to time.

If the Respondent complies with this obligation their rent could be assessed retroactively to July 2021 and chances are good that the arrears owing would be reduced.

I find the Respondent did not comply with their obligation under part 6 of the tenancy agreement and is therefore in breach of subsection 45(1) of the Act. I find the Respondent currently has rental arrears totalling \$9,275.

Termination of the tenancy and eviction

At the hearing I clarified that although the application did not specifically include a request for termination, under subsection 54(4) of the Act, a landlord who has given notice of termination is also required to apply to a rental officer for an order to terminate the tenancy agreement, and I would be dealing with that as part of this application.

The Applicant testified that, in addition to the notice to terminate the tenancy agreement provided on June 28, 2021, they also made numerous calls to the Respondent about the rental arrears and the need to provide income information. The Respondent did not respond to any of the calls, nor did they come into the office or make any effort to address these issues.

In light of the Respondent's failure to provide income information, repeated failure to pay the rent when due, and the significant amount of rental arrears that have accumulated during their relatively short tenancy, I am satisfied termination of the tenancy agreement and eviction are justified. However, with the agreement of the Applicant, the termination and eviction orders will be conditional on the Respondent paying the rental arrears owing, paying rent on time for January, February, and March 2022, and providing income information in accordance with the tenancy agreement by March 31, 2022.

Compensation for use and occupation

In their application the Applicant had requested compensation for the use and occupation of the rental premises if the Respondent remains in the rental premises after the tenancy is terminated. Under paragraph 63(4)(b) of the Act, a rental officer who terminates a tenancy may make an order requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy. As the tenancy agreement has not yet been terminated I did not think it appropriate at this time to order compensation.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$9,725 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 to provide their income information to the Applicant and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy on March 31, 2022, unless the rental arrears are paid in full, the rents for January, February, and March 2022, are paid on time, and the Respondent has complied with their obligation to provide income information (p. 41(4)(c), p. 45(4)(e), ss. 83.(2)); and
- evicting the Respondent from the rental premises on April 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer