

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

**CL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2021

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

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

**Date of Decision:** December 16, 2021



### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against CL as the Respondent/Tenant was filed by the Rental Office November 16, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 1, 2021.

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, and had failed to report household income as required. An order was sought for payment of the rental arrears, payment of future rent on time, compliance with the obligation to report household income as required and not breach that obligation again, and termination of the tenancy.

A hearing was held December 16, 2021, by three-way teleconference. AS appeared representing the Applicant. CL was served notice of the hearing by registered mail signed for December 1, 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 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #10-14143 issued July 18, 2014, required the Respondent to pay rental arrears of \$685.36 in minimum monthly installments of \$75; required the Respondent to pay her future rent on time; and order the conditional termination of the tenancy on October 31, 2014.

Rental Officer Order #16419 issued April 9, 2019, required the Respondent to pay her future rent on time.



### *Household income*

Section 45(1) of the Act requires tenants to comply with additional obligations that are included in a written tenancy agreement.

Section 6 of the written tenancy agreement requires tenants to report the total household income for all adult occupants as and when required. The subsidized public housing landlord requires annual reporting of total household income for the prior calendar year to be received by the end of June each year.

The reporting of household income is required in order for the Landlord to calculate the applicable rent subsidies for the tenancy. If the total household income is not reported the rent subsidy cannot be calculated, in which case the maximum unsubsidized rent is charged until the total household income is reported. Once the income is reported the rent subsidy is assessed retroactively to July. The introduction of CERB payments in response to the COVID-19 pandemic makes it difficult to assume what the changes to the household income might be if any or all of the adult occupants received that benefit. Given it is unclear how the CERB payments might affect the value of the assessed rent subsidy, an estimate of the likely rent subsidy by the Rental Officer would be impractical.

The Applicant testified and provided evidence confirming that while CL has reported her 2020 income as required, her adult son RL who resides with her has not reported his 2020 income to date. This is despite repeated reminders and notifications by the Applicant's representative of the outstanding information and the charging of unsubsidized rent as a result.

I am satisfied that RL's income for the 2020 calendar year has not been reported to the Applicant. I find the Respondent has failed to comply with the obligation to report the total household income as and when required.

### *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 have been subsidized and were last assessed at \$160 per month. All rents since July 2021 have been unsubsidized at a rate of \$1,625 per month due to the Respondent's failure to report the total household income to date. Either insufficient amounts or no payments were received in 9 of the last 12 months of the tenancy, with the last payment being recorded October 20, 2021, in the amount of \$160.



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 in full 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 \$9,301.03. That amount represents approximately 6 months' unsubsidized rent.

*Termination of the tenancy*

In light of the Respondent's failure to report the total household income as required, the Respondent's repeated failure to pay the rent in full 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 is justified. However, by agreement with the Applicant's representative, the termination order will be conditional on the Respondent reporting RL's 2020 income, paying the subsidized rental arrears in full, and paying future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$9,301.03 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the obligation to report the total household income as and when required, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b)); and
- terminating the tenancy March 31, 2022, unless RL's 2020 income is reported, the subsidized rental arrears are paid in full, and the monthly subsidized rents for January, February, and March are paid on time (p. 41(4)(c), p. 45(4)(e), ss. 83(2)).

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Adelle Guigon  
Rental Officer