

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

KK

Respondent/Tenant

REASONS FOR DECISION

| | |
|---------------------------------------|---|
| <u>Date of the Hearing:</u> | January 26, 2022 |
| <u>Place of the Hearing:</u> | Yellowknife, Northwest Territories |
| <u>Appearances at Hearing:</u> | PS, representing the Applicant |
| <u>Date of Decision:</u> | January 26, 2022 |

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against KK as the Respondent/Tenant was filed by the Rental Office December 22, 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 January 7, 2022, under subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant claimed the Respondent had accumulated rental arrears and an order was sought for payment of the rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 26, 2022, by three-way teleconference. PS appeared representing the Applicant. The Respondent was served notice of the hearing by email deemed received January 7, 2022. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order #10-14347 issued October 29, 2014, ordered the Respondent to pay rental arrears in the amount of \$280, ordered the termination of the tenancy agreement November 30, 2014, unless the rental arrears were paid in full, and ordered the eviction of the Respondent on December 1, 2014, if the termination of the tenancy became effective.

Rental Officer Order #15442 issued March 9, 2017, ordered the Respondent to pay rental arrears in the amount of \$1,403.88, ordered the Respondent to pay rent on time in the future, ordered the termination of the tenancy agreement on June 30, 2017, unless the rental arrears were paid in full and the rents for April, May, and June were paid on time, and ordered the eviction of the Respondent July 1, 2017, if the termination of the tenancy became effective.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on June 6, 2013, and continuing month to month. Although the Applicant was not able to testify at the hearing to the actions taken to enforce the previous termination and eviction orders, the continuing assessment of subsidized rent and the Respondent's continued possession of the rental premises suggests the agreement continues. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement printed on December 20, 2021, and provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the statement provided as part of the filed application the monthly subsidized rent was assessed at \$160 until July 2021 when it was reassessed at \$365. In December 2021 after not paying their rent on time or any rent in June, July, September, and October, the Respondent had accumulated rental arrears totalling \$1,590.

The Applicant included information on attempts that were being made with the Respondent and their Integrated Case Management worker to re-assess the Respondent's household income. At the hearing the Applicant testified it took several attempts to get information from the Respondent, but finally the household income was re-assessed resulting in the subsidized rent being reduced to \$160 per month starting in July 2021. With recent payments by the Respondent the balance currently owing for rent is zero and requests for orders terminating the tenancy agreement and eviction were withdrawn.

However, considering the Respondent's history of not paying their rent when due or in full, and the lack of cooperation by the Respondent when requested to provide information on their household income, the Applicant sought an order for payment of rent on time in the future, and an order to comply with their obligation under section 6 of the tenancy agreement and to not breach that obligation again. Section 6 of the tenancy agreement says:

6. Tenants 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 and in such forms as may be specified by the Landlord from time to time.

In light of the Respondent's repeated failure to pay the rent when due and their lack of cooperation in providing income information when requested by the Applicant, I will issue an order to pay rent on time in the future, an order to comply with their obligations under the tenancy agreement, and an order to not breach that obligation again.

Orders

An order will issue:

- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)); and
- requiring the Respondent to comply with their obligation under section 6 of the tenancy agreement to provide information on the household income to the Applicant and to not breach that obligation again (p. 45(4)(a), p. 45(4)(b)).

Janice Laycock
Rental Officer