

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

**JAA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 18, 2022

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

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

**Date of Decision:** May 18, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against JAA as the Respondent/Tenant was filed by the Rental Office April 7, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Tsiigehtchic, Northwest Territories. The filed application was personally served on the Respondent April 21, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, 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, termination of the tenancy, and eviction.

A hearing scheduled for May 5, 2022, was postponed by the Rental Officer due to a scheduling conflict. The hearing was rescheduled and held May 18, 2022, by three-way teleconference. GS appeared representing the Applicant. JAA was served notice of the rescheduled hearing by email deemed received May 15, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). 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 December 15, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Household income*

Section 12 of the Act provides for additional obligations to be included in a written tenancy agreement. Section 45 of the Act requires the Tenant to comply with any additional obligations that are included in a written tenancy agreement.

Paragraph 6 of the written tenancy agreement requires the Tenant to report their household income as and when required by the Landlord. Under the Landlord's subsidized public housing program, Tenants are required to report their total household income for the prior calendar year before the end of June of the current calendar year, preferably in the form of their CRA income tax returns. From that information the Landlord calculates the rent subsidy that the Tenant is eligible for and assesses their monthly rent from that for period from July of the current calendar year to June of the following calendar year. If the Tenant does not report their household income as required then they cannot be assessed for eligible rent subsidies and they get charged the maximum monthly rent for their rental premises.

The Applicant confirmed at the hearing and the lease balance statements entered into evidence support the Applicant's claim that the Respondent had not reported her 2020 household income as of the date the application was made. The lease balance statement provided with the application was printed March 8, 2022, and referenced the maximum monthly rent charged from July 2021 to March 2022. An updated lease balance statement printed May 2, 2022, showed the maximum monthly rent continued to be charged for April and May 2022. Another updated lease balance statement printed May 4, 2022, showed the rents for July 2021 to May 2022 had been adjusted to reflect the assessment of rent subsidies, indicating that the Respondent had finally reported her 2020 household income.

I find the Respondent failed to comply with her obligation to report her household income as and when required under paragraph 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 have now been subsidized and are currently assessed at \$790 per month. Insufficient amounts were paid in 2 of the last 12 months of the tenancy, and no payments were made in 10 of the last 12 months of the tenancy.

The lease balance statement included a charge from June 25, 2021, for tenant damages amounting to \$163.59. The application did not include a claim for this charge, nor was any evidence presented in support of the charge. This lease balance statement was adjusted by deducting this charge from the balance owing.

I am satisfied the adjusted 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 \$8,570. That amount represents approximately 11 months' subsidized rent.

#### *Termination of the tenancy and eviction*

In light of 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. By agreement with the Applicant, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying her future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$8,570 (p. 41(4)(a));
- requiring the Respondent to pay her rent on time in the future (p. 41(4)(b));
- requiring the Respondent not to breach her obligation to report her household income as and when required again (p. 45(4)(b));
- terminating the tenancy August 31, 2022, unless the rental arrears are paid in full and the monthly subsidized rents for June, July, and August are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises September 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer