

IN THE MATTER between **NTHC**, Applicant, and **DL**, 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, regarding a
rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

DL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: August 31, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office June 23, 2022. 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 July 5, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy, and eviction.

A hearing was held August 31, 2022, by three-way teleconference. AS appeared representing the Applicant. DL was served with notice of the hearing by registered mail signed for July 5, 2022. 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 order

Rental Officer Order #15834 issued January 30, 2018, required the Respondent to pay rental arrears of \$365 and to pay future rent on time.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents up to and including June 2022 were subsidized and last assessed at \$610 per month. The rents since July 2022 are unsubsidized and assessed at the maximum monthly rent of \$1,625 due to the Respondent's total household income for 2021 exceeding the CNIT threshold.

The Applicant's representative confirmed that the subsidized rent for the one-year period from July to June is assessed based on the total household income for the previous calendar year. He further explained that the Respondent's usual income had not in fact changed significantly, but monies she withdrew from her RRSP in 2021 to purchase a new vehicle were by policy included as income for the purposes of assessing the rent subsidy and it is this withdrawal that brought the total household income for 2021 over the CNIT threshold. The Applicant's representative indicated he has been making attempts to work with the Respondent and the Landlord to have the Respondent's subsidy reassessed in such a way as to acknowledge the RRSP withdrawal for the specific period that it was withdrawn in while assessing the subsidies for the current fiscal year based on the Respondent's income without the RRSP withdrawal. Those efforts appear to be ongoing. The Applicant's representative further acknowledged that other than these issues with paying the rent the Respondent is a good tenant.

The lease balance statement shows that the current rental arrears represent approximately 2 months of unsubsidized rent and 1 month of subsidized rent. It also shows that over the last 12 months of the tenancy there are 8 months in which not enough was paid towards the rent and 3 months in which no payments were made towards the rent. It is clear that the Respondent has been making efforts to resolve her rent account, and came very close to a zero balance in April 2022.

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 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 \$3,567.50.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent in full when due, the failure to comply with a rental officer order, and the amount of rental arrears that have accumulated, balanced against the efforts to resolve the debt and the ongoing discussions with the Landlord to renegotiate the subsidy assessments, I am satisfied termination of the tenancy agreement is justified on a conditional basis. Given the conditional termination order will be for a longer term in order to facilitate the referenced negotiations, an eviction order will not be issued.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,567.50 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b)); and
- terminating the tenancy February 28, 2023, unless the rental arrears are paid in full and the monthly subsidized rents for September through February are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer