

IN THE MATTER between **NTHC**, Applicant, and **DT and DO**, Respondents.

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, regarding a rental premises located within the **hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

DT and DO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 16, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SK and KJ, representing the Applicant DT and DO, Respondents
<u>Date of Decision:</u>	November 17, 2022

REASONS FOR DECISION

An application to a rental officer made by the UHA on behalf of HNWT as the Applicant/Landlord against DT and DO, as the Respondents/Tenants was filed by the Rental Office on May 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondents on June 27, 2022.

The Applicant claimed the Respondents had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears owing, to pay rent on time, and termination of the tenancy agreement, and eviction.

A hearing was held August 30, 2022 in person in Ulukhaktok. SK and KJ appeared representing the Applicant. DO appeared on behalf of the Respondents.

At the hearing, I adjourned further consideration of this application to a later date to allow the Applicant time to receive information on the Respondents' household income for 2021, including their son's income. This information was required to complete the assessment of the rent starting in July 2022.

On October 3, 2022, the Applicant provided the Rental Office and the Respondents with an updated lease balance statement reflecting the assessment of rent. The hearing resumed on November 16, 2022 by teleconference. SK and KJ appeared representing the Applicant. The Respondents, DT and DO, appeared.

Preliminary matters

The name of the Applicant on the Application is UHA(HNWT). At the hearing, I clarified that the name change of the NTHC to "HNWT", has been announced to the public, but is not legally in force. As a result the style of cause references the "NTHC", not "HNWT".

Previous order

Previous Rental Officer Order file # 20-13683, issued on July 10, 2014, against DO alone (during a joint occupancy with DT), ordered the Respondent to pay arrears totalling \$7,140, pay rent on time in the future, and not breach their obligation to report household income again.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on August 1, 2015 and continuing month to month. The assessed rent is currently \$1,445 per month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

At the hearing on August 30, 2022, an updated lease balance statement up to August 19, 2022, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. This statement did not include rent charges for July and August 2022. The Applicant testified that despite numerous notices, the Respondent had not provided information on all of the household income (including their son's), as required under subsection 45(1) of the Act and section 6 of the written Tenancy Agreement - *"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 occupy the Premises at such times as in such forms as may be specified by the Landlord from time to time."*

The Respondent testified they were waiting for some tax information to complete their submission of household information for 2021. I adjourned the hearing to allow time for this process to be completed and the rent assessed for the year starting in July 2022.

When the hearing resumed on November 16, 2022, an updated statement was provided with payments and charges to October 1, 2022, and another updated statement to October 28, 2022, was provided to the Rental Office on the day of the hearing. At the hearing, the Applicant testified about the information in the most recent statement and that with charges and payments made since October 28, 2022, there was a balance owing of \$18,204.69.

They testified that the previous ordered amount of \$7,140 (Rental Officer Order file #20-13683) had been satisfied.

As it wasn't clear from the lease balance statement what payments were applied against the previous order, I reserved my decision on the arrears owing pending receipt of confirmation that the previously ordered amount of \$7,140 had been satisfied and an updated lease balance statement including charges and payments made up to the date of the hearing.

On November 17, 2022, a copy of the relevant documents was provided to the Rental Office and the Respondents. This included the "Satisfaction Piece" filed on March 23, 2018 with the Supreme Court, and an updated lease balance statement including entries up to and including the most recent payment on November 15, 2022. These documents confirm the Applicant's testimony at the hearing and I find the arrears currently owing are \$18,204.69.

Termination of the tenancy agreement and eviction

When the application was filed in May 2022, the Respondents had accumulated significant rental arrears as a result of not paying full rent or any rent during some months. In 2020, no rent was paid from May to September and in 2021, no rent was paid from May to August and their arrears totalled \$24,604.69.

Since October 2021, they have mostly paid their rent and made a payment of \$667.50 each month on their arrears in partial compliance with an "Agreement to Pay" signed by the parties on October 6, 2021. However, they did not pay full rent in all months, did not make payments on arrears in December 2021, January 2022, and April 2022 and did not provide income information as required under section 6 of the written tenancy agreement.

At the hearing, the Respondents did not dispute the amount owing and confirmed their agreement to pay at least \$667.50 each month on their arrears and to pay their rent on time. The Applicant testified that the Respondents have been following the payment plan, as a result the Applicant is no longer seeking termination and eviction and would be satisfied with an order to pay arrears owing in monthly payments of at least \$667.50, to pay rent on time in the future, and to comply with their obligation to provide income information.

I agree that termination of the tenancy agreement and eviction is no longer justified, however, based on the Respondents' history of partial compliance, an order will issue for the payment of the rental arrears owing in monthly payments of at least \$667.50, starting in December 2022, to pay rent on time in the future, and to comply with their obligation to provide income information and not breach that obligation again.

I encourage the Respondents to comply with the order. If they do not comply with this order, the Applicant could make a new application under subsection 84(3) of the Act, asking for the order to be rescinded, arrears to be paid in full, and again request termination of the tenancy agreement and eviction.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$18,204.69, in minimum monthly installments of \$667.50, starting in December 2022 (p. 41(4)(a) and ss. 84(2));
- requiring the Respondents to pay their rent on time in the future (p 41(4)(b));
- requiring the Respondents to comply with their obligation under section 6 of their written tenancy to provide income information and not breach this obligation again (p. 45(4)(a) and p. 45(4)(b)).

Janice Laycock
Rental Officer