

IN THE MATTER between **HNT**, Applicant, and **LL**, 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 **community of Behchoko in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**LL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 19, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>TM, Tenant Relations Officer, representing the Applicant LE, Financial Officer, representing the Applicant  LL, the Respondent PW, Witness for the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 19, 2023</b>

## **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against LL as the Respondent/Tenant was filed by the Rental Office July 20, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent August 16, 2023.

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

A hearing was held September 19, 2023, by three-way teleconference. TM, Tenant Relations Officer, and LE, Financial Officer, appeared representing the Applicant. LL appeared as the Respondent. PW briefly joined the call as a Witness for the Respondent.

### **Tenancy agreement**

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The tenancy agreement is jointly held by LL and PW. It was confirmed at the hearing that PW no longer resides with LL at the rental premises and therefore has no further interest in the tenancy. The Landlord exercised their right to make the application entirely against LL, despite refusing to amend the tenancy agreement accordingly until PW completes a statutory declaration swearing that he is not residing at the rental premises. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act), and I am satisfied that PW has no further interest in the tenancy.

### **Previous order**

Rental Officer Order #16139 was issued December 4, 2018, against both LL and PW. It order that the Tenants pay rental arrears in the amount of \$12,155.08 and that they pay their future rent on time. The monetary order was paid in full by garnishment as of April 18, 2023.

### **Rental arrears**

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents up to and including June 2021 and since July 2023 were subsidized and last assessed at \$580 per month. All rents between July 2021 and June 2023 were charged at the maximum rent of \$1,545 per month. Over the last 36 months there have been 33 months with no payments made against the rent account; the last two payments were received on August 30, 2023, for \$580 and March 12, 2021, for \$400.

The Applicant confirmed that the unsubsidized rent was charged because the Respondent had failed to report the total household income for the 2020 and 2021 tax years. While the joint tenants had filed their taxes, their now-adult son's income information had not been reported. The Respondent claimed that her son was no longer living with her and hadn't been for some time, but she acknowledged not having formally reported that to the Landlord until recently.

The Respondent's Witness confirmed that their son had moved in with the Witness's mother two years earlier. Last year the Witness got his mother to sign a letter confirming that their son was living with her and delivered that letter to the Landlord. The Applicant confirmed they received the letter but that they advised the Witness that the letter was insufficient because they required a sworn statutory declaration from both the Respondent and the Witness's mother on the matter. The parties were also told at the time that there were additional documents and paperwork to complete in order to both re-assess the rent subsidies and to remove the Witness from the tenancy agreement. The Applicant testified that the Respondent and Witness never returned with the required documents or to complete the necessary paperwork.

The Applicant confirmed that should the Respondent complete and submit the necessary paperwork the rent for the period from July 2021 to June 2023 will be re-assessed for eligible subsidies and likely will result in a slight reduction to the rental arrears balance.

The Respondent did not dispute the accuracy of the Landlord's accounting of rental arrears, acknowledging the debt and accepting responsibility for it. She testified that she had been told by her Witness that he had been paying the rent until he moved out, and that he had stopped supporting her financially. The Respondent did not have her own income until August when she began receiving Income Support. She had applied for assistance from Jordan's Principle last year, but her Witness interfered resulting in the application being put on hold. The Respondent reinitiated the application last week and just has to get the paperwork completed. She is optimistic that she will be able to receive financial assistance from Jordan's Principle. In the interim, with Income Support's assistance to pay the rent, the Respondent is able to commit to paying an additional \$200 per month towards the rental arrears.

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 and has failed to comply with a Rental Officer order to pay future rent on time. I find the Respondent has accumulated rental arrears in the amount of \$46,174.92.

Although it was not specifically applied for, I am further satisfied that the Respondent has failed to comply with their obligation to notify the landlord if any resident moves out of the rental premises. I anticipate resolving this breach will result in a slight reduction to the rental arrears balance.

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

In light of the Respondent's repeated failure to pay the rent and their failure to comply with a Rental Officer order to pay future rent on time, and due to the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. However, given the Respondent's commitments and with the Applicant's agreement, I am satisfied the termination and eviction orders should be conditional.

### **Orders**

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$46,174.92 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to notify the landlord if any resident moves out of the rental premises (p. 45(4)(a));
- terminating the tenancy agreement December 31, 2023, unless at least \$200 is paid each month towards the rental arrears, the monthly subsidized rents for October, November, and December are paid on time, and the landlord has been notified of changes to the residents of the rental premises (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises January 1, 2024, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer