

IN THE MATTER between **HNT**, Applicant, and **JS**, 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, regarding a rental premises located within the **community of Behchoko in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

JS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 20, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	RO, representing the Applicant LE, representing the Applicant TM, representing the Applicant
<u>Date of Decision:</u>	September 20, 2023

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against JS 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 on August 16, 2023.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, and was responsible for disturbances. An order was sought requiring the Respondent to pay rental arrears, pay rent on time in the future, not disturb other tenants now or in the future, as well as termination of the tenancy agreement and eviction.

A hearing was scheduled for September 20, 2023, by three-way teleconference. LE, RO, and TM appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As sufficient notice was provided, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing commencing on September 1, 2020, and continuing month to month. The current rent is \$1,545 per month which is full market rent. Prior to July 2023 the rent was subsidized to \$150 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided as evidence a copy of the lease balance statement with charges and payments up to September 1, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the rent account. According to the statement the last payment made against the rent was on May 12, 2023, and the balance owing for rent is currently \$6,175.

At the hearing the Applicant testified that the Respondent had made a payment of \$500 on September 19, 2023, bringing the amount owing down to \$5,675.

The balance owing for rent includes charges of \$1,545 (full market rent) for the months of July, August, and September 2023. According to the Applicant the Respondent has not provided income information for 2022, despite numerous notices, and are in breach of the tenancy agreement.

Under section 6 of the written tenancy agreement the tenant promised to provide an accurate report of the income for the household and, under section 7, if they do so they are eligible for a rent subsidy. The Applicant provided a copy of a letter dated July 6, 2023, reminding the Respondent of the need to provide income information and that maximum rent would be charged if they did not provide their tax assessment for 2022.

At the hearing the Applicant testified that another notice was provided to the Respondent a few days after this application was filed. The Respondent has taken no steps to provide the requested information. They also stated that if the Respondent could provide the household income information, a re-assessment of the rent could be carried out and they would be willing to enter into a payment plan for rent arrears.

I am satisfied based on the evidence and testimony that the Respondent is in breach of subsection 41(1) of the Act requiring them to pay their rent when due, and subsection 45(1) of the Act requiring them to comply with additional obligations under the written tenancy agreement. I find that they currently have rental arrears totalling \$5,675.

I encourage the Respondent to provide their household income information as required and seek a re-assessment of their rent.

Disturbances

Under subsection 43(1) of the Act a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex. The Applicant provided evidence alleging disturbances that had occurred in June, July, and August of 2021. The Applicant reported that no further disturbances had occurred since that date.

Subsection 68(1) of the Act states that an application by a landlord must be made within six months after the breach of the obligation. Subsection 68(3) allows a rental officer to extend that date where the rental officer is of the opinion that it would not be unfair to do so.

At the hearing I asked the Applicant why they had not made this application earlier. They did not have any specific reason. As a result I denied their request to consider making an order relating to disturbances.

Termination of the tenancy agreement and eviction

According to the lease balance statement provided as evidence, the Respondent has repeatedly not paid their rent when due. In the seventeen-month period from December 2021 to April 2023 they did not pay any rent, and prior to a payment on September 19, 2023, they had paid no rent since May 2023. In addition to their rental arrears, they have not provided the income information as required under the Act and section 6 of their tenancy agreement.

Based on the evidence and testimony I am satisfied that termination of the tenancy agreement and eviction are justified. However, with the agreement of the Applicant, the termination will be conditional.

If the Respondent can pay at least \$200 in each of October, November, and December 2023 on their rental arrears; pay the rent when due for each of October, November, and December 2023; and comply with their obligation to provide the required household income information, then the tenancy agreement will continue. If they do not comply with these conditions, their tenancy agreement will be terminated on December 31, 2023, and eviction will follow on January 15, 2024.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$5,675 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to provide household income information as required and not to breach this obligation again (p. 45(4)(a), 45(4)(b));
- terminating the tenancy agreement on December 31, 2023, unless at least \$600 is paid on the rental arrears, the rents for October, November, and December 2023, are paid on time, and the Respondent complies with their obligation to provide household income information (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises on or after January 15, 2024, if the tenancy is terminated (p. 63(4)(a)).