

IN THE MATTER between **HNT**, Applicant, and **NV**, 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-

NV

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 4, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant NV, the Respondent
<u>Date of Decision:</u>	October 4, 2023

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against NV as the Respondent/Tenant was filed by the Rental Office December 13, 2022. 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 January 3, 2023.

The Applicant claimed the Respondent had repeatedly not paid their rent and had accumulated significant rental arrears. An order was sought for payment of rental arrears and to pay all future rent on time, as well as for termination of the tenancy agreement and eviction.

A hearing was held on January 18, 2023, by three-way teleconference. LE appeared representing the Applicant. The Respondent, NV, appeared at the hearing. This hearing was adjourned to allow further time for the Respondent to provide their income information, for the Applicant to re-assess their rent, and for the parties to reach an agreement on a payment plan for the outstanding rental arrears and assessed rent.

Information was provided to the Rental Office and a hearing to resume consideration of the application was scheduled for May 31, 2023. This hearing was re-scheduled to August 2, 2023, at the request of the Respondent who was working out of the community fighting wildfires. The August 2nd hearing was re-scheduled at the request of the Applicant, due to the wildfires.

A hearing was held on October 4, 2023, by three-way teleconference. LE and TM appeared representing the Applicant. The Respondent, NV, appeared at the hearing.

Tenancy agreement

The Applicant provided as evidence a written tenancy agreement between the parties for subsidized public housing. This agreement commenced on May 30, 2014, and continues month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicant provided as evidence an updated lease balance statement with charges and payments made up to October 1, 2023. This statement represents the Landlord's accounting of monthly rent charged and payments made against the Tenant's rent account during this tenancy. According to the statement, the Respondent has repeatedly not paid their rent when due and the balance owing for rent currently is \$30,570.

Based on the evidence I am satisfied the Respondent has repeatedly not paid their rent when due in breach of subsection 41(1) of the Act, and I find the rental arrears owing currently total \$30,570.

Breach of obligation - household income information

Subsection 45(1) of the Act states, "Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances."

Under section 6 of the written tenancy agreement the Respondent agreed to provide an accurate report of the income for the household. If they do so they are eligible for a rent subsidy under section 7 of the written tenancy agreement.

When the Application was filed, the Respondent had been charged full market rent of \$1,545 per month because they had not provided their income information and were not eligible for a subsidy. After the hearing in January 2023, the Respondent provided their household income information for 2021 and their subsidized rent was re-assessed to \$580 per month for the period from July 2022 to June 2023.

However, as the Respondent had not provided their income information for 2022, they were again in breach of their written tenancy agreement and were not eligible for a rent subsidy. Starting in July 2023, the Respondent was again charged full market rent of \$1,545 per month.

At the hearing the Applicant testified that they had reminded the Respondent of their obligation to provide income information but had received no response. However, they expressed their willingness to re-assess the rent if the income information for 2022 was provided. This would reduce the arrears significantly.

I am satisfied, based on the evidence and testimony, that the Respondent is in breach of subsection 45(1) of the Act requiring them to comply with the obligations set out under section 6 of the written tenancy agreement to provide household income information.

Termination of tenancy agreement and eviction

According to the evidence, the Respondent has repeatedly not paid their rent when due and has accumulated significant arrears. They either didn't pay any rent or made small payments that were less than the rent charged. According to the updated lease balance statement, in December 2021 their rental arrears totalled \$15,450, and after making only four payments in the 15-month period from January 2022 to March 2023 they accumulated a further \$7,500 in arrears.

The Applicant provided as evidence and testified that in March 2023, after the last hearing, the Respondent signed an "Agreement to Pay Rental Arrears Current Tenants" agreeing to pay \$100 each month towards their arrears in addition to their assessed rent. According to the updated lease balance statement they have not complied with this agreement, having made only two payments since April, one for \$100 and one for \$200; not enough to cover the rent and the agreed amount for arrears.

Based on the evidence and testimony I am satisfied that the Respondent has repeatedly not paid their rent when due and is in breach of their obligation under the written tenancy agreement to provide income information. I am satisfied termination of the tenancy agreement and eviction are justified.

At the hearing the Respondent committed to provide household income information, to pay their rent and make payments on their arrears. The Applicant agreed to a conditional termination of the tenancy agreement. If the Respondent can provide their household income information, pay at least \$400 on their rental arrears, and pay the rent when due for November and December 2023 and January 2024, then their tenancy will continue. If they do not comply with these conditions, their tenancy agreement will be terminated on January 31, 2024, and eviction will follow on February 1, 2024.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$30,570 (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), p. 45(4)(b));
- terminating the tenancy agreement on January 31, 2024, unless at least \$400 is paid towards the rental arrears, the rents for November and December 2023 and January 2024 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 February 1, 2024, if the tenancy is terminated (p. 63(4)(a)).

Janice Laycock
Rental Officer