

IN THE MATTER between **HNT** , Applicant, and **AM**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **hamlet of Fort Resolution in the Northwest Territories;**

BETWEEN:

HNT

Applicant/Landlord

-and-

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant
AM, representing the Respondent

Date of Decision: June 14, 2024

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office April 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail on May 6, 2024.

The Applicant alleged the Respondent had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, pay future rent on time, termination, and eviction.

A hearing was scheduled for June 13, 2024. MU appeared representing the Applicant. AM appeared representing the Respondent. At the hearing, the Respondent requested the hearing be rescheduled as they were working with her Member of the Legislative Assembly to address outstanding issues dated back to tenancies back to 2012. The request was put forward to the Applicant, chose to continue with the hearing. Due to the severity of the application, the hearing was adjourned *sine die* pending receipt of the current tenancy agreement.

Previous Orders

Rental Officer Order #10-7948, issued September 9, 2004, ordered the Respondent to pay \$2,538 in arrears, pay arrears in monthly installments, and pay future rent on time.

Rental Officer Order #15870, issued March 14, 2018, ordered the Respondent to pay \$39,697 in arrears, pay future rent on time, and ordered a conditional termination.

Rental Officer Order # 17444, issued February 2, 2022, ordered the Respondent to pay cost of repairs in the amount of \$1,219.76.

Rental Officer Order # 17444, issued April 22, 2022, ordered the Respondent to pay future rent on time.

Tenancy Agreement

In the initial application to the rental officer, evidence was provided establishing a joint tenancy agreement between the Respondent and son. A letter submitted into evidence sent by the Respondent to the Applicant requested the removal of the son from the tenancy agreement. The Applicant agreed to the change and commenced a sole tenancy with the Respondent as indicated on the Lease Balance Statement. An updated tenancy agreement reflecting the sole tenancy was provided by the Applicant upon request of the Rental Officer. I am satisfied an oral tenancy agreement between the parties for subsidized public housing commenced on December 1, 2022 is in place in accordance with the *Act*.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments made against the Respondent's rent account. From the start of the tenancy on December 1, 2022 to June 30, 2023 the Respondent's calculated monthly rent was \$345.00. From July 1, 2023 to June 2024, the Respondent's calculated monthly rents was \$1,545.00. For the total period of the tenancy, the rent charged to the Respondent was \$20,955.00. The lease balance statement indicated the Respondent had paid a total of \$3,765.00 towards the calculated rent, leaving an arrears balance owing in the amount of \$17,190.00.

The Applicant testified the \$1,545.00 monthly rent calculation is due to the Respondent not filing their 2022 income tax which would be used to assess rent properly.

The Respondent testified, the taxes have been prepared but not filed due to payment needed. Based on the conversation, the Respondent completes taxes with cash back but claims there is a lean against the taxes, which may be done by Housing.

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 when due.

Household income

Section 6 of the written tenancy agreement requires the Tenant to report their total household income. Section 7 of the written tenancy agreement denotes the tenants obligations under section 6, the tenant shall be eligible for a rent subsidy, such subsidy to be calculated in accordance with the Northwest Territories Housing Corporation's Public Housing Rent Scale, as amended from time to time.

Evidence and testimony provided by both the Applicant and Respondent shows the Respondent has yet to complete the 2022 taxes and report the income to the Applicant. The Respondent also testified their income was low and the rent would be calculated at \$75.00 per month.

I find the Respondent has failed to comply with the obligation to report total household income in accordance with section 6 of the tenancy agreement.

Respondents Concerns

During the hearing, there is issued with the previous tenancies. The Respondent testified they had reached out to the Applicant on numerous occasions and that the Applicant would work on the file. Then afterwards had health conditions affecting the ability to work, was on employment insurance, notified the Applicant's representative and when having an income, would make payments.

The Respondent testified in 2017, they were charged for water and that was not addressed. And currently the unit is not being repaired, the Applicant's maintenance staff are not carrying out inspections or maintenance on the rental premises, cupboards in the kitchen and bathroom are off, doors need servicing, the stove is not functioning properly and at times needs to use the stove to heat the home when the boiler is not functioning. In response, the Applicant's representative advised the rental premises was slated for inspection this year but committed to having maintenance staff attend the rental premises. The Applicant requested the Respondent to visit the Applicant's representatives workplace to provide information with regards to work needed and development of work orders.

The Respondent also testified, she was residing in rental premises that contained fuel spills and was medically affected.

The Respondent also testified, their medical issue has been addressed and attempting to get their employment back, but is working with Income Assistance.

The Applicant has not recorded taxes received against the tenancy and should be reviewed.

Termination of the tenancy agreement and eviction

In light of the repeated failure to pay the rent when due and the substantial amount of subsidized rental arrears that have accumulated, in addition to the Respondent's failure to report income in accordance with section 6 of the tenancy agreement, I am satisfied termination of the tenancy agreement and eviction are justified.

Considering the Respondent is aware the requirement of reporting income is required to correctly calculate the public housing rent subsidy and the claim of low income, the arrears accumulated from December 1, 2022 to June 30, 2023 are \$1,215.00. However, actual arrears can only be calculated based on reporting of income. The termination shall be conditional on the reporting household income and paying the at least \$1,215.00 on the rental arrears.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$1,215.00 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondents to comply with their obligation to report household income information and not breach that obligation again (p.45(4)(a), p.45(4)(b));
- terminating the tenancy agreement on October 31, 2024, unless the household income information is reported and at least \$1,215.00 is paid towards rental arrears (p. 45(4)(e), p. 41(4)(c), ss 83(2)) ;
- eviction on November 1, 2024, if the termination of the tenancy agreement becomes effective (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer