

IN THE MATTER between **HNT**, Applicant, and **GT**, 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 **self government of Deline in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

GT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 16, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DT, representing the Applicant

Date of Decision: July 19, 2024

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against GT as the Respondent/Tenant was filed by the Rental Office February 13, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent March 29, 2024.

The Applicant claimed the Respondent had failed to pay rent on time and in full, resulting in the accumulation of rental arrears. The Applicant also claimed the Respondent had an unauthorized occupant residing in the rental premises and was no longer living there themselves. An order was sought for payment of rental arrears, pay future rent on time and in full, termination of the tenancy, and eviction.

A hearing was scheduled for May 8, 2024, but was rescheduled for July 16, 2024, upon request of the Applicant. All parties were provided notice of the scheduled hearing. The hearing proceeded on July 16, 2024, by three-way teleconference. DT appeared representing the Applicant. The Respondents failed to appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the Act. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

Tenancy Agreement

Evidence was provided establishing a month-to-month tenancy agreement commencing April 2, 2019. The tenancy agreement was only signed by the Landlord's representative. I am satisfied a valid tenancy agreement is in place in accordance with subsection 9(4) of Act.

Previous Orders

Rental Officer Order #20-11121, dated December 1, 2009, required the Respondent to pay rental arrears in the amount of \$8,487.41, and a conditional termination of December 15, 2009, unless the rental arrears are paid in full.

Rental Officer Order #20-12093, dated August 6, 2011, required the Respondent to pay rental arrears in the amount of \$7,191.00.

Rental Arrears

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the calculated monthly rent at the time of the application was \$70.00, and the last time Respondent was not in arrears was October 6, 2023. The arrears balance at the time of the application was \$207.94.

The lease balance statement also indicated an October 11, 2023 tenant damage charge of \$297.94 for the replacement of a broken window. No claim was made in regards to the damages. However, the lease balance also showed a November 8, 2023 payment of \$230.00 was made toward the damages.

Prior to the hearing, an updated lease balance statement was provided to the Rental Office showing on February 6, 2024, the Respondent paid the remaining \$67.94 of the damage charge.

The updated lease balance statement also shows the Respondent did make payments toward the arrears and on June 1, 2024 was in a positive balance, but had not paid the rent for July 2024. As of July 1, 2024, the calculated monthly rent charge for the subsidized public housing increased from \$70.00 per month to \$325.00.

I am satisfied the updated lease balance statement accurately reflects the current status of rent account and I find the Respondent has rent owing in the amount of totalling \$185.00.

Unauthorized occupant and Household Income

The Applicant's representative claimed the Respondent no longer is residing in the unit but the unit is occupied by their son, who is an unauthorized occupant. The representative testified they asked the Respondent to have their son come to their office to sign documents for verification of income. The representative also testified the son has not attended the office. This was supported by lease notes provided upon request.

The Rental Officer also questioned why in the application the Applicant had claimed the Respondent was not residing in the rental premises. The Applicant's representative testified the Respondent was still residing in the community but was living with their mother who is an elder and widowed a few years earlier.

The Rental Officer also asked the Applicant's representative, based on the application for pay future rent on time - paragraph 41(4)(b), was the Applicant wanting to transfer the tenancy to the son who was residing in the unit? The representative testified that was what they were looking to do, but after talking to the Respondent numerous times regarding the son not attending the office and not getting a response from the son, have decided to request termination of the tenancy. The representative also testified the son is not paying towards the rent only the Respondent.

Section 5 of the written tenancy agreement specifies that no unauthorized occupants may reside at the rental premises with the tenant without the prior written consent of the Landlord. All people other than the Tenant who may occupy the premises shall be listed on "Schedule B" of the tenancy agreement.

In review of the tenancy agreement's "Schedule B" the son had been added on April 2, 2019 then removed on September 24, 2020.

While the Respondent did not attend the hearing to represent themselves, I am satisfied they had all intention of adding the son to the "Schedule B" and have the subsidized rent calculated on the household income, but did not do so with permission prior to the son moving into the rental premises, which is in breach of section 5 of the written tenancy agreement.

Termination of tenancy agreement and eviction

The Applicant's representative testified they repeatedly attempted to communicate with the Respondent regarding the unauthorized occupant but have been unable to resolve the issue. The Applicant expressed they have personal knowledge that the Respondent is not residing in the rental premises. While I cannot be 100% certain the Respondent is not residing at the rental premises, it is the opinion of the Rental Officer, the Respondent has breached section 5 of the tenancy agreement for allowing an unauthorized occupant to reside at the rental premises and at the same time, by not getting prior approval, is not paying the appropriate calculated rent. I find there is sufficient grounds termination of the tenancy agreement and eviction.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$185.00 (p.41(4)(a));
- requiring the Respondent to pay rent on time and in full in the future (p. 41(4)(b));
- requiring the Respondent to comply with the obligation to report household income as required (p. 45(4)(a));
- requiring the Respondent to comply with the obligation not to permit unauthorized occupants to reside at the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy August 31, unless:
 - (a) the rental arrears are paid in full; and
 - (b) the household income is reported to the Landlord (p. 41(4)(c), p.45(4)(e), ss. 83(2)).
- evicting the Respondent from the rental premises on September 1, 2024, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer