

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

**AK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 24, 2024**

**Place of the Hearing:**                      **Yellowknife, Northwest Territories**

**Appearances at Hearing:**                      **DT, representing the Applicant**

**AK, representing the Respondent**

**CY, North Slavey interpreter for the Respondent**

**Date of Decision:**                      **October 29, 2024**

### **REASONS FOR DECISION**

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against AK 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 on March 29, 2024.

The Applicant alleged the Respondent failed to pay rent. The Applicant also claims the Respondent has not reported who is residing in the unit and not reported household income. An order was sought pay rental arrears, pay future rent on time, report household income, and a conditional termination of the tenancy agreement.

The application was original scheduled on May 1, 2024, and upon request of the Applicant, the hearing was rescheduled. AK and HK appeared representing the Respondent. The hearing was rescheduled for June 25, 2024. The Applicant was sent a first fail to appear notice.

A hearing was rescheduled again for September 12, 2024. DT appeared representing the Applicant. AK appeared representing the Respondent. The hearing was rescheduled again, as the Respondent could not remember being served documents and due to language barriers was unable to understand what had been served. The Rental Officer directed the Applicant to reserve the application package.

A hearing was held October 22, 2024, in Yellowknife by three-way teleconference. DT appeared representing the Applicant. AK appeared representing the Respondent. CY appeared as the North Slavey translator for the Respondent. CY is also the daughter of the Respondent. I reserved my decision to further review the evidence and testimony.

#### *Previous orders*

Rental Officer Order #16949, dated June 8, 2020, ordered the Respondent and one other person to pay \$3,231.08 in arrears, pay rent on time in the future, terminated the tenancy agreement on September 30, 2020, unless the rental arrears were paid in full and the monthly subsidized rents for July through September 2020 were paid on time and evicted the Respondent and other person on October 1, 2020 should the tenancy agreement be terminated.

Rental Officer Order #17647, dated November 4, 2022, ordered the Respondent to pay rent on time in the future.

Rental Officer Order #18018, dated September 28, 2023, ordered the Respondent to pay arrears in the amount of \$307.50.

#### *Tenancy agreement*

Evidence was provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing October 1, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

From this point forward, the Applicant will be known as the Landlord and the Respondent as the Tenant.

*Arrears and reporting of income*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account. The statement indicated the Tenant's rent varied based on income. The statement also indicates the Tenant started to accumulate rental arrears from the start of the tenancy.

The Tenant testified they are a pensioner and that is their only income. They have filed their income tax recently. Once the tax paperwork information has come back, they will provide it to the Landlord. The Tenant also testified their child is returning from university and will be staying with them. When they come from school, they will be informing the Landlord of this.

The Landlord confirmed there was no electronic CRA done since September 26, 2024, and the Landlord's head office had asked for a copy of the Tenant's tax information.

The Rental Officer questioned and was provided copies of notices given to the Tenant regarding arrears.

The Rental Officer pointed out the importance of reporting income. As the income had not been reported, from July through October 2024 the accumulated rent charge would be around \$6,000.00.

As the Tenant has filed their taxes and was going to report income, the arrears can only be deemed accurate to June 30, 2024. Based on the lease balance statement provided as part of the addendum, since the last hearing, the Tenant has accumulated rental arrears of \$1,773.00. However, it needs to be noted that the arrears could be higher or lower based on the reporting of income.

*Occupancy*

The Landlord, in their addendum, requested the Tenant report all occupants residing in the rental premises. During the hearing, the Rental Officer questioned who was residing in the unit beside the Tenant and one other person.

The Tenant testified it was a relative and their three children. It was their understanding the relative has their own home, and does not know why they are living with the Tenant.

The Rental Officer advised the Tenant under the tenancy agreement, they had the obligation report who is residing with them and their income.

I find the Tenant has breached paragraph 6 of the tenancy agreement, requiring the Tenant to list all people living in the rental premises.

*Tenant concern*

The Tenant brought forward the idea of him owning the home after paying rent for a number of years. The Tenant was advised this is not under a rental program, and they would need to talk to the Landlord about this. Homeownership is something that cannot be ruled upon by a Rental Officer.

*Termination of tenancy agreement*

In light of the Tenant's repeated failure to pay the full rent when due, accumulating arrears, failure to report household income and occupancy of the rental premises, I am satisfied the termination of the tenancy agreement is justified. However, the Tenant has started to take steps to address the issues regarding the tenancy. I am satisfied the Landlord's proposal for conditional termination of the tenancy agreement is reasonable under the circumstances.

*Orders*

An order will be issued:

- requiring the Tenant pay the Landlord rental arrears in the amount of \$1,773.00 (p. 41(4)(a));
- requiring the Tenant to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to report any changes to the occupancy of rental premises in accordance with paragraph 5 of the tenancy agreement and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Tenant to comply with their obligation to report the total household income in accordance with section 6 of the written tenancy agreement, and not breach that obligation again (p. 45(4)(a), 45(4)(b)); and
- terminate the tenancy agreement on January 31, 2025, unless at least \$600.00 is paid towards the arrears, and the calculated rent for November 2024 through January 2025 is paid in full (p. 41(4)(c), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer