

IN THE MATTER between **HNT**, Applicant, and **PM**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

PM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EN, representing the Applicant

PM, representing the Respondent

Date of Decision: November 13, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against PM as the Respondent/Tenant was filed by the Rental Office October 7, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on October 17, 2024.

The Applicant alleges the Respondent failed to pay rent in full and on time and accumulated rental arrears and has failed to report income in accordance with the tenancy agreement. An order was sought for arrears, pay future rent on time, reporting income in the future, conditional termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 13, 2024, by three-way teleconference. EN appeared representing the Applicant. PM appeared representing the Respondent. At the hearing, I reserved my decision for the Applicant to provide requested documentation and to further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement for subsidized housing commencing June 1, 2014. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #17096, dated January 25, 2021, required the Respondent to pay \$80.00 in rental arrears and pay future rent on time.

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 Tenant's rental account. The statement indicated the last time the tenant was in a zero or positive balance on the rent was November 8, 2023. At the time of the application, the Tenant's rent was calculated at the maximum monthly rent of \$1,625.00 due to non-reporting of income with an arrears balance of \$4,935.00.

Entered into evidence was the Landlord's statement of facts, associated notes, Letters to the tenant regarding non-reporting of income, and rent calculation sheets.

During the hearing, the Landlord's representative testified since the application to a rental officer was made, the Tenant's income had been reported and the rent had been recalculated and reduced to \$380.00.

The Tenant did not dispute the claim, they understood the importance of reporting income and had made payment in November. The Landlord verified November had been paid. The Tenant also testified they will be paying out the arrears shortly.

Upon request, an updated lease balance statement was provided. The statement verified the arrears balance was \$380.00 which equates to 4.75 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant has repeatedly failed to pay rent in full when due and as of November 13, 2024 accumulated rental arrears in the amount of \$380.00.

Termination of the tenancy agreement and eviction

Subsection 41(1) of the *Act* states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

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".

Due to the Respondents' repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. It is also noted that the Tenant has breached their obligation to report household income in accordance paragraph 6 of the tenancy agreement. As proposed by the Landlord, a conditional termination of the tenancy agreement and eviction would be appropriate.

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$380.00 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));

- requiring the Respondent to comply with their obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on December 31, 2024, unless the arrears of \$380.00 are paid in full and the rent for December is paid on time and in full. (p. 41(4)(c), ss 83(2)); and
- evicting the Respondent from the rental premises on January 1, 2025, should the tenancy be terminated December 31, 2024 (p. 63(4)(a), ss 83(2)).

Jerry Vanhantsaeme
Rental Officer