

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

DL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: EN, on behalf of the Applicant

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 DL 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 served on the Respondent by registered mail on November 5, 2024.

The Applicant alleged the Respondent failed to pay rent on time and in full, accumulated rental arrears, and failed to report household income. An order was sought for arrears, report household income, non-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. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence, as provided for in subsection 80(2) of the *Residential Tenancies Act*. 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 between the parties for subsidized public housing starting February 26, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was 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 household income

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicated the rent charged varied based on household income and the last time the Tenant was in a zero or positive balance on the rent account was June 1, 2024.

The lease statement also indicated, at the time of the application, the Tenant was charged maximum rent due to household members failing to report income, resulting in accumulated rental arrears in the amount of \$4,555.00.

Section 6 of the written tenancy agreement specifies if/when the landlord asks, and in the form they ask the tenant is responsible for giving them a true report of the Tenant's income; the name and aged of all people listed in Schedule B and the income of other people 19 years and older listed in Schedule B.

The Landlord's representative testified the Tenant's children in the rental premises failed to file their income taxes which are used to assess rent. Multiple attempts have been made by a Landlord's representative in the community to have the household income reported. Entered into evidence were associated notes, rent statements, rent calculation sheet, and letters to the tenant advising of the requirement to report income for the 2023 tax year. Due to the non-reporting of income the market rent of \$1,625.00 was charged.

During the hearing, the Landlord's representative also testified the Tenant had made two payments of \$80.00 towards the rent in October 2024. Upon request of the Rental Officer, an updated lease balance statement was provided and showed due to the non-reporting of income the rental arrears had increased to \$7,645.00.

I am satisfied the Tenant breached the obligation of section 6 of the tenancy agreement to report household income and due to the non-reporting of income have accrued rental arrears in the amount of \$7,645.00.

Termination of tenancy agreement and eviction

In light of the Tenant's repeated failure to report household income as required, the repeated failure to pay rent in full and on time, and the substantial rental arrears accumulated, I am satisfied the Landlord's request for a non-conditional termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears accumulated in the amount of \$7,645.00 (p. 41(4)(a));
- requiring the Tenant to comply with the obligation to report household income in accordance with paragraph 6 of the written tenancy agreement (p. 45(4)(a));
- terminate the tenancy agreement on December 15, 2024 (p. 41(4)(c), p. 45(4)(e); and
- evicting the Tenant from the rental premises on December 16, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer