Annual Report on the Activities of the Rental Office

January 1, 2010 - December 31, 2010
and including the first quarter of 2011

Submitted by
Hal Logsdon
Rental Officer

The Residential Tenancies Act

The passage of the NWT *Residential Tenancies Act* in 1988 was part of a general trend in Canada to recognize residential landlord-tenant relationships as one of contract rather than an interest in land. The Act also established a tribunal dispute resolution mechanism which was designed to be less formal and more expedient than the courts. Older practices such as distraint for rent were abolished and common law contract principles such as mitigation of damages and contract frustration were established. The Act enabled the Minister to appoint one or more rental officers who would provide information to landlords and tenants and mediate or adjudicate landlord/tenant disputes, leaving the Supreme Court as the court of appeal.

The *Residential Tenancies Act* was amended in 2008 and the amendments brought into force on September 1, 2010. The amendments to the Act were introduced in order to update the Act, amend several errors, provide additional remedies in order to better protect landlords and tenants, and streamline the administrative process. The most significant amendments include:

Eviction Process
Prior to the amendments, eviction orders and writs of possession were only issued by the NWT Supreme Court. The Act as amended enables a rental officer to issue an order for eviction. The issuance of the writ of possession is obtained from the Court but is an administrative process and does not involve a hearing.

Mandatory Inspection Reports
The Act as amended requires landlords to conduct an inspection of the premises at the commencement and conclusion of the tenancy agreement, provide the tenant with an opportunity to participate in the inspection and provide written comments and to provide a written copy of the inspection report to the tenant. Prior to the amendments, only the move-in inspection was required but there were no consequences if the landlord failed to comply. The amended provisions now prohibit a landlord from deducting any repair costs from a security deposit if the inspections are not completed in accordance with the Act.

Pet Deposits
The amended Act now enables a landlord to require an additional deposit if a pet is permitted on the premises. Previously, only one security deposit, not to exceed one month's rent, was permitted. The pet deposit cannot exceed 50% of the monthly rent and is due at the commencement of the tenancy agreement or when the approval to have a pet on the premises is granted. Only one pet deposit is permitted and the deposit cannot be collected for an animal required by a tenant due to a disability. Like the security deposit, a pet deposit is held in trust by the landlord until the end of the tenancy agreement and must be accounted for in the same manner.

Automatic Renewal of Term Tenancy Agreements
The Act as amended now provides all tenants except those in staff housing and subtenants with the automatic renewal of term tenancy agreements as month-to-month agreements unless the parties agree to enter into another term agreement. Prior to the amendments, subsidized public housing landlords were not obligated to renew a term tenancy agreement at the expiry date and could seek an eviction order if the term was not renewed and the tenant remained in possession.

Landlord's Notice to Terminate - Subsidized Public Housing
Subsidized public housing landlords may now terminate a tenancy agreement by giving written notice to the tenant. The notices required are the same as those required for a tenant to terminate the tenancy agreement by notice. The notice must be in writing, be signed by the landlord or agent, name the rental premises, name the date on which the tenancy is to be terminated and state a reason.

No-Fault Termination Orders
A landlord may make an application to a rental officer to terminate a tenancy agreement by order where the premises will be demolished, not used for residential purposes any longer or where extensive repairs will be undertaken. A termination order may also be requested when the landlord wishes to use the premises as their own residence or where the premises will be sold and the new owner wishes to use the premises as their own residence. The revisions to the Act now prevent a term agreement from being terminated by a no-fault order until the end of the term. Prior to the amendments, no fault orders could be issued with effective dates of 90 days after the application date or at the end of the term, whichever was less.

Notice to Terminate - Landlord's Only NWT Residence
A landlord who has rented his or her only residence in the NWT may terminate a tenancy agreement by giving written notice. The revisions to the Act increase the required notice for month-to-month agreements from 30 days to 90 days.

Interest on Security Deposits
The benchmark interest rate for security deposits was changed to better reflect the interest a landlord could earn on security deposits held in trust.

Penalty for Late Rent
The permitted penalty for late rent was changed from an interest rate to $5 plus $1 for each day after the due date that the rent is paid to a maximum of $65. This makes the penalties considerably easier to calculate.

Annual Report
Although annual reports have been produced by the Rental Office and tabled in the Legislative Assembly by the Minister for a number of years, the revised Act now mandates the production of an annual report. However, the Act now specifies that the report cover the fiscal year whereas the previous reports covered the calendar year.

The Role of the Rental Office

A Provider of Information to Landlords and Tenants

The Rental Office is a convenient and accessible place for landlords and tenants to obtain information regarding their rights and obligations. Many landlord-tenant problems are solved simply by providing landlords and tenants with information concerning their respective rights and responsibilities. Many tenants and a surprising number of landlords are unaware of the legislation that governs their relationship or the tenancy agreement that forms the contract between them. The provision of information is probably the single most important function of the office, often serving to eliminate conflict and problems before they start.

The Rental Office maintains a toll-free telephone number which can be used anywhere in Canada. We receive numerous calls each day seeking information concerning rights and obligations of landlords and tenants and the process for filing applications and resolving disputes. Increasingly, we also receive and respond to e-mail inquiries which can be made via our webpage.

The Rental Office also provides written information, including a simple to read booklet outlining the major aspects of the *Residential Tenancies Act*, short fact sheets on selected topics and numerous standard forms. All of this material was updated and revised to reflect the revisions to the Act which came into effect in September, 2010. This material helps both landlords and tenants acquire an understanding of mutual rights and responsibilities to help to solve problems before they start.

The Department of Justice maintains a website for the Rental Office that contains all of the written material as well as a link to the legislation and a searchable database of Rental Officer decisions.

The Rental Officer is also available to make presentations or participate in forums with tenants, property managers or others involved in residential tenancy matters. We provide these services free of charge in the belief that informed and knowledgeable landlords and tenants are more likely to respect the rights and obligations of each other and less likely to end up in a conflict situation.

Dispute Resolution

Landlords and tenants are encouraged to attempt to resolve disputes themselves. Often, the information provided to the parties regarding their legal rights and obligations helps the parties resolve the dispute but a dispute resolution process is available to both landlords and tenants. The dispute resolution process can be initiated by a landlord or tenant by filing an *Application to a Rental Officer*.

On the filing of an application, the Rental Officer may investigate to determine the facts related to the dispute. Applications involving the physical condition of premises are often best understood through an inspection of the unit. Similarly, applications involving third parties, such as utility suppliers are often investigated.

Occasionally, the investigation leads to a resolution of the dispute by agreement. For example, a tenant may file an application when a security deposit has not been returned and no statement of the deposit has been provided to the tenant. A brief investigation into the matter may reveal that the landlord was unaware of the new address of the former tenant or of his responsibility to produce a statement. The production of the statement may lead to agreement between the parties and the withdrawal of the application.

Occasionally, the parties will agree to a mediated solution to the problem without recourse to a formal hearing or the issuance of an order. If the parties wish to try to settle the issue by mediation, the Rental Officer will assist them in the resolution of the matter and the preparation of a mediated agreement.

Often, landlords and tenants cannot agree or, more often, one of the parties wants a decision which can be enforced, should the other party fail to abide by that decision. In these cases, the Rental Officer will hold a hearing and, after hearing the evidence and testimony of both parties, render a decision. The Rental Officer will issue a written order along with reasons for the decision. Orders by a Rental Officer may be filed in the Territorial Court and are deemed to be an order of that court when filed. Most disputes are settled in this manner as the majority of disputes concern non-payment of rent and an enforceable decision is desired by the applicant.

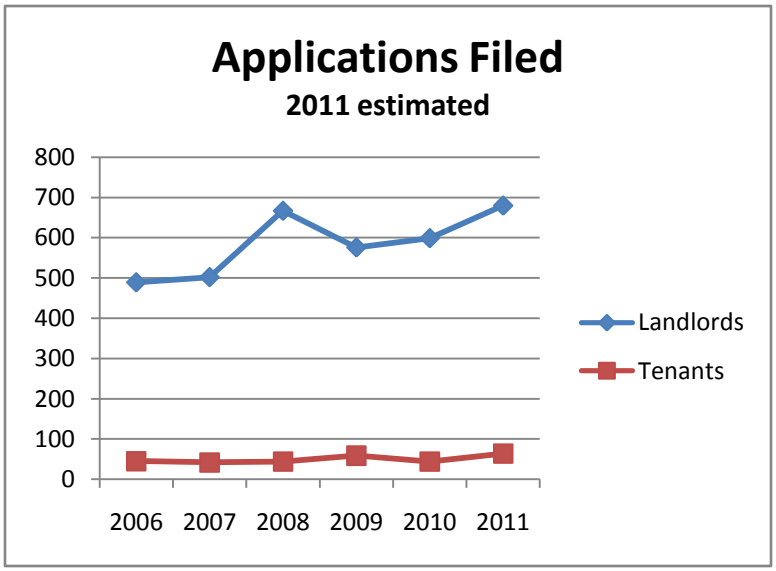
Market Trends [1]

Canada Mortgage and Housing Corporation reported that the Yellowknife apartment vacancy rate dropped to 1.3% in April, 2010, down from 2.8% from the previous April. Average monthly rents increased during this period from $1359 to $1394. By October, 2010 the vacancy rate had fallen to 0.9% and average rents had increased marginally to $1396. In April, 2011 the vacancy rate was marginally lower at 0.8% and average rents jumped to $1484.

[1] Rental Market Reports, Yellowknife Highlights, Canada Mortgage and Housing Corporation, Spring 2009, Spring 2010, Fall 2010, Spring 2011.

Rental Office Activities

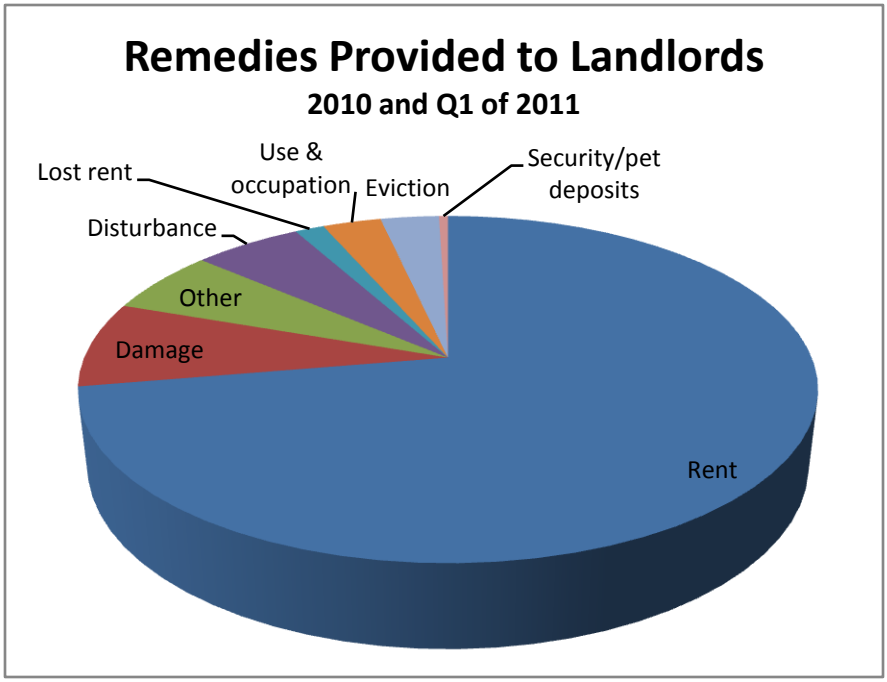
Hal Logsdon continued to serve as Rental Officer during the period and Ms. Kim Powless continued to serve as the Rental Office Administrator. The Rental Officer and Rental Officer Administrator were actively involved with the department in the production of new information material and forms prior to the amendments to the Act coming into force on September 1, 2010. The rental officer conducted several seminars for property managers to brief them on the changes to the Act.



The number of applications filed during the 2010 calendar year rose slightly as compared to the 2009 calendar year. The first three months of 2011 saw a dramatic increase in the number of applications filed which, if continued, will result in a record number of applications. This increase is partly due to the increased efforts of the NWT Housing Corporation and their agents, local housing organizations, to enforce rent collection. The number of applications heard show the same upward trend. Landlord applications continue to comprise most of the applications filed and heard. Tenant applications represent only about 8% of the total applications filed.

The number of applications withdrawn by the Rental Officer decreased in 2010 compared to 2009 and is projected to remain at lower levels in 2011. Applications withdrawn by the Rental Officer are usually the result of applicants failing to serve the filed application on the respondent. A rental officer may withdraw an application and close the file if the application is not served on the respondent within 14 days. The number of withdrawals, whether by applicant or the Rental Officer, reflects, in part, the number of disputes that are resolved without recourse to mediation or adjudication by the Rental Officer. This is undoubtedly a good thing but still involves a significant amount of administration to file the application and subsequently close the file.

The majority of landlord applications involve the non-payment of rent. Many of these applications are undisputed by the tenant and result in an agreement between the landlord and tenant about how the arrears will be paid. In many cases of rent arrears, the Rental Officer is able to mediate an agreement between the parties concerning how the rent arrears will be paid and issue an order reflecting that agreement.



Applications from local housing organizations respecting rent often raise issues regarding the rent assessment. It is not uncommon for the rent assessment to be disputed by the tenant, particularly when the full unsubsidized rent has been applied by the landlord. The review of public housing rent assessments to determine if the rent has been properly assessed is often a laborious task due to the size of the rent arrears and the length of time they have been allowed to accrue. The increased level of applications from public housing landlords has added to the time required to hear these matters and to render written reasons for the decision.

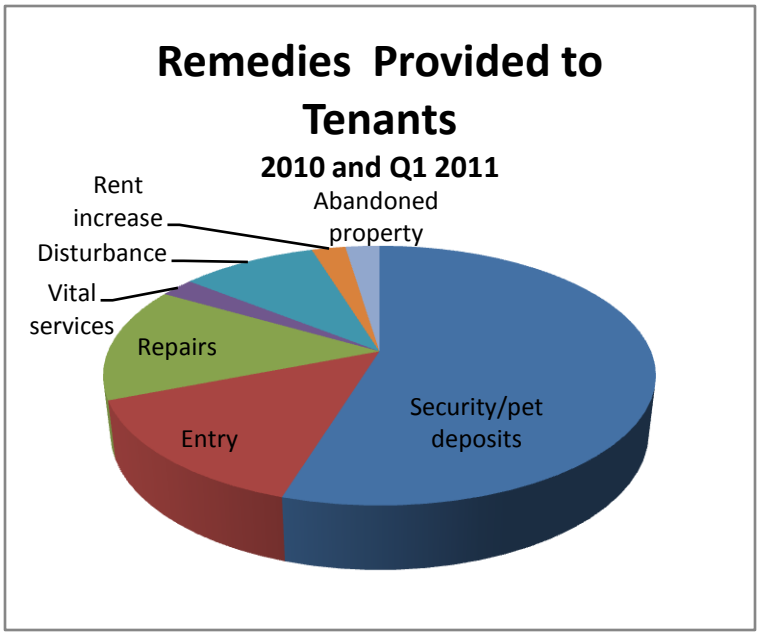
Compensation for repairs of damages to rental premises is the second most common remedy provided to landlords followed by remedies for disturbance and remedies for breaches of other obligations contained in a written tenancy agreement.

Commencing September 1, 2010 eviction orders could be obtained from a rental officer on the application of a landlord. Prior to the amendments which came into force in September, 2010, a rental officer could issue an order that terminated the tenancy agreement but if the tenant remained in possession, the landlord had to obtain an eviction order from the NWT Supreme Court. Seven eviction orders were issued between September 1, 2010 and December 31, 2010. Nineteen eviction orders were issued between January 1, 2011 and March 31, 2011.

The *Residential Tenancies Act* permits a rental officer to mediate disputes between landlord and tenants and mediation is often used to permit a tenancy agreement to continue if an agreement can be reached to resolve the issue. For example, it may be established at a hearing that a tenant owes rent to the landlord who is seeking an order to pay the rent and termination of the tenancy agreement. The rental officer may be able to arrange an agreement between the parties which would result in the continuation of the tenancy agreement if the rent arrears are paid by a certain date or in a certain manner. The result is a conditional termination order. In most cases, the condition is to pay the outstanding rent by a certain date.

Landlords are able to apply for an order terminating the tenancy agreement and evicting the tenant in a single application. The eviction order expires six months after it is issued. Some eviction orders contain conditions which act to invalidate the order if the conditions are met, such as the payment of rent by a specific date. We are unable to determine how many eviction orders are actually enforced since the Sheriff enforces the order on the request of the landlord. We expect the number of eviction orders to increase as landlords recognize that they may be obtained along with conditions and only used if necessary. Because eviction orders are issued separately from other orders and require the issuance of other documents to enforce, they significantly increase the administrative workload of the rental office.

The most common remedy provided to tenants involves the return of security deposits. If a landlord retains all or part of a security deposit, they are obligated to issue a statement to the tenant itemizing the deductions. Only rent arrears and the costs to repair damages may be deducted. If a tenant does not receive a statement, objects to a deduction or feels that the costs claimed are unreasonable, they may file an *Application to a Rental Officer*.



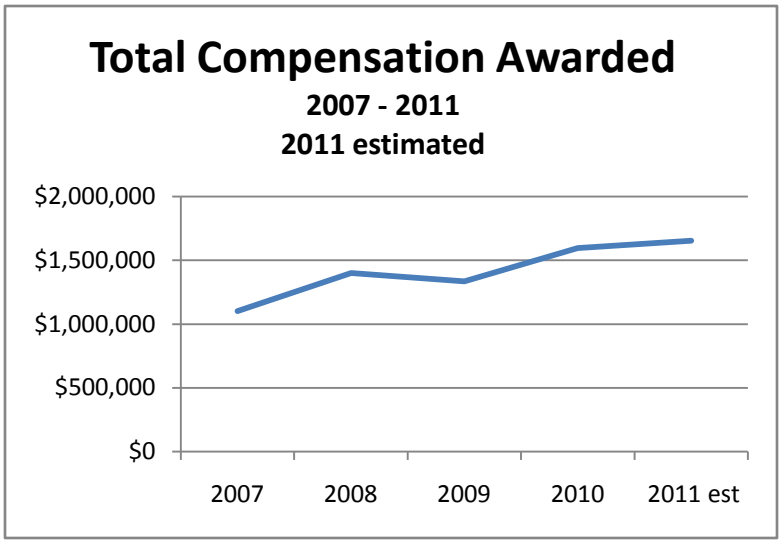
Other common remedies provided to tenants involve repair and maintenance of the rental premises and the landlord's entry into the rental premises. In most cases, a landlord is obligated to provide and maintain the rental premises in a good state of repair. If a landlord breaches this obligation a tenant may file an *Application to a Rental Officer* requesting an order for relief. The landlord is entitled to enter a tenant's premises only for specific reasons and must give written notice 24 hours before the intended time of entry. If a landlord breaches this obligation, the tenant may file for relief.

Although landlords are the most frequent users of dispute resolution, we receive many requests for information from tenants by phone, through the website and email, and at the office.

Applications from 20 communities were heard in 2010. Forty-seven percent of applications heard related to premises in the City of Yellowknife. Hearings are scheduled approximately every three weeks in Yellowknife and the docket is often filled to capacity. Hearings are scheduled in other communities as applications are received. Hearings by telephone are frequently used when only a few applications are received from a location.

Telephone hearings help to ensure that disputes outside of Yellowknife are resolved as rapidly as possible. Sixty-five percent of the hearings held outside of Yellowknife were conducted by telephone in 2010.

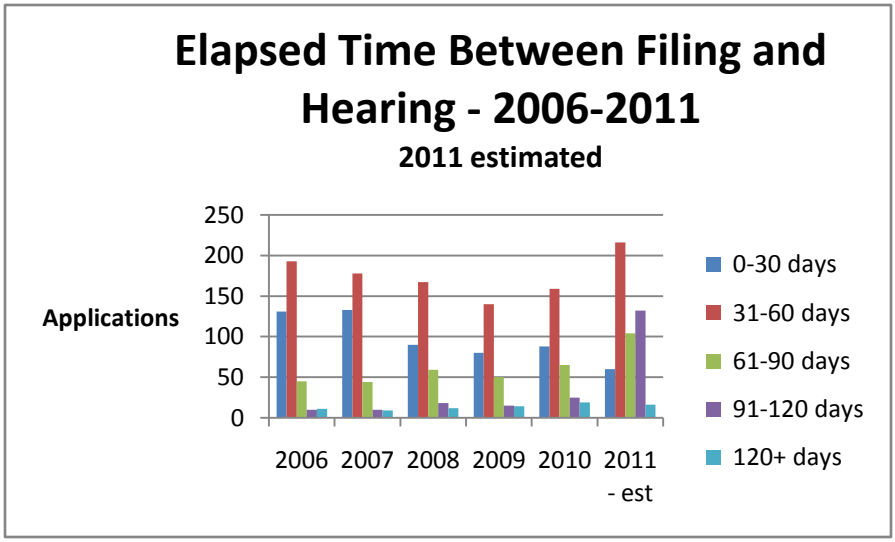
The total value of monetary relief ordered in 2010 was nearly 1.6 million due primarily to the increase of applications heard. The average relief granted remained essentially the same as compared to 2009. Monetary relief is most commonly awarded for rent arrears or when there have been damages to rental premises, but can also be provided for lost rent when premises are abandoned and for loss of possession or enjoyment of the premises.



The length of time it takes from the time an application is filed to the time it is heard depends on a number of factors, some of which are outside the control of the Rental Office. Users of the services occasionally complain about the length of time it takes to resolve a dispute and we continue to do what we can to make the administration of the process move as rapidly as possible.

From 2005 through 2007 we heard 80% of the applications within 60 days of filing. In 2008 however, we dropped below that target, hearing 74% of applications within 60 days. The 74% target was maintained in 2009. In 2010 the number of applications heard within 60 days dropped to 70%.

Several factors have contributed to this increased time between filing and the hearing. As mentioned in the last annual report, a Supreme Court decision regarding service of notices has lead to a more cautious use of the deeming provision for notices served



by registered mail. Adding to this is the increased volume of applications, particularly from local housing organizations, and the added requirement to write eviction orders. Both the scheduling and hearing of matters and the administration of the process have, in my opinion, reached the point where it is no longer possible to maintain the time frame targets we were able to achieve in 2005-2007. It is probably time to begin considering another rental officer or deputy rental officer and additional administrative support if the previous levels of service are desirable. Additional resources should be located in Yellowknife for maximum efficiency since 72% of the applications originate from the North and South Slave communities and Yellowknife.

Issues

Security of Tenure – Public Housing

Prior to the 2008 amendments to the *Residential Tenancies Act* a landlord of subsidized public housing could simply refuse to renew a term tenancy agreement when it expired and force the tenant to leave. Unlike other tenants, this provision deprived public housing of a hearing before an impartial adjudicator and left the decision to not continue the tenancy solely with the landlord.

The 2008 amendments to the *Residential Tenancies Act*, provided the automatic renewal of term agreements to public housing tenants, but introduced an equally discriminatory provision. Now a public housing landlord can end a tenancy agreement, term or periodic, by giving notice to the tenant. Although a reason for the termination must be included in the notice, any reason would appear to suffice.

It would appear that a public housing landlord could terminate a tenancy agreement in accordance with the Act by giving a tenant the required written notice on the grounds that the tenant complained too much about the condition of the premises or that the tenant was one day late with the rent payment.

If such an unfair termination did occur, what recourse would the tenant have? There is no avenue of appeal, except perhaps to the landlord. The tenant can only refuse to give up possession and force the landlord to obtain an eviction order and argue at the eviction hearing that an eviction is unjustified.

Another amendment to the Act appears to provide that avenue of appeal. The 2008 amendments now enable a landlord to obtain an order for eviction on the application to a rental officer rather than to the Supreme Court of the NWT. The wording of that provision introduces a new criterion when considering if an eviction order should be granted. The previous wording of section 63 set out only a single criterion - has the tenancy agreement been terminated in accordance with the Act:

63.(1) Where on the application of a landlord, a judge of the Supreme Court determines that a tenancy has been terminated in accordance with this Act, the judge may make an order

a) evicting the tenant on a date specified in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and

b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

If the judge's finding was that the tenancy agreement had not been terminated in accordance with the Act, the order would be denied and the tenancy agreement, being still in force, would, of course continue. The amended section 63 introduces a second criterion - justification of the eviction:

63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and <u>who determines that an eviction is justified</u>, may make an order

(a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and

(b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.

The introduction of this element is no doubt useful as it protects tenants of subsidized public housing from unjustified eviction. Since landlords of subsidized public housing can now terminate tenancy agreements by notice, eliminating the requirement for a hearing to terminate the tenancy agreement, a tenant can plead at an eviction hearing that the eviction is not justified.

The deficiency in the Act is that there is no provision for the reinstatement of the tenancy agreement should a rental officer determine that eviction is not justified. This leaves the tenant in a position of overholding since the tenancy agreement was terminated but the eviction order denied.

My preferred solution would be to repeal the provisions which permit a public housing landlord to terminate a tenancy agreement by notice. In my opinion, it is discriminatory. Public housing tenants deserve the right to be heard if they are accused of breaching the tenancy agreement or the Act as well as the opportunity to have the dispute mediated. I see no policy rationale for denying the public housing tenant security of tenure, particularly when the Act provides for termination of the tenancy agreement by order if the tenant

becomes ineligible for the program.

If there is a perceived rationale for permitting public housing landlords to terminate tenancy agreements by notice (and I cannot suggest one), the Act should be amended so that the dismissal of an application to evict a tenant whose tenancy agreement has been legally terminated by a public housing landlord's notice serves to reinstate the tenancy agreement. In my opinion, this is a less desirable solution as it introduces adjudication at the end of the process and retains what I consider to be a discriminatory process for public housing tenants.

Condominium Act

There appear to be inconsistencies between the *Residential Tenancies Act* and the *Condominium Act* respecting the ability of a condominium corporation to make an application to a rental officer for an order of possession. It is suggested that the Department of Justice review this matter and suggest appropriate legislative changes to address this issue.

Compensation for Use and Occupation after the Termination of a Tenancy Agreement

The 2008 amendments to the Act enable a rental officer to order the eviction of a tenant and to order compensation for use and occupation of the rental premises after the tenancy agreement has been terminated. Section 63(4)(b) sets out this provision:

> **63.(4) A rental officer who terminates a tenancy or determines that a tenancy has been terminated in accordance with this Act, and who determines that an eviction is justified, may make an order**
>
> **(a) evicting the tenant on the date specified for the termination of the tenancy in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the tenancy; and**
>
> **(b) requiring the tenant to compensate the landlord for the use and occupation of the rental premises, calculated for each day the tenant remains in occupation following the termination of the tenancy.**

The addition of subsection (b) is redundant as the same provision is also contained in section 67(4):

> **67.(4) Where, on application of a landlord, a rental officer determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated, the rental officer may order a former tenant to pay the landlord the compensation specified in the order.**

Section 63(4)(b) could repealed and section 67(4) be amended, adding the per diem calculation.

Retention of Inspection Reports

The 2008 amendments now require a landlord to retain entry and exit inspection reports for a minimum of three years after the tenancy agreement is terminated. In my opinion, this is an excessive period of time. The Act requires that an application be made within 6 months of the alleged breach referred to in the application. Although a rental officer may extend this time limitation, it is very unlikely that it would be extended to three years, particularly in cases where the inspection report would be relevant evidence. In my opinion, it should not be necessary to retain these reports for more than 12 months after the tenancy agreement is terminated.

No Fault Termination Provision for Conversion of Public Housing to Market Housing

The current agreements between the GNWT and the Government of Canada for the operation of the Public Housing program permit the Housing Corporation to purchase existing units and apply unused subsidies to these units, converting them to public housing. Existing units will undoubtedly have existing tenants who will not be eligible for public housing. The current Act has no provisions that would enable the Corporation to terminate the existing tenancy agreements in order to convert the property to public housing. Currently the only option is to continue to rent to the market housing tenants and convert units to public housing as they become vacant.

It would be desirable to enable the public housing provider to obtain a termination order within a reasonable period of time while giving the market tenant an opportunity to seek other accommodation. Provisions like those currently provided in sections 58 and 59 of the Act should be included in any revisions to prevent any undue hardship on the tenants.

Notice of Termination – Section 51(5)

Although I recommend the repeal of this section along with section 51(3), the wording implies that the notice may only be given if the tenancy agreement was initially a term agreement which has reverted to a monthly agreement pursuant to section 49. I am reasonably sure this was not the intention of the legislation.

Application of Act to Transitional Housing

Transitional housing is an intermediate step between living in a shelter or homelessness and independent living. Transitional housing is typically provided for a term and offers tenants their own private rooms, and a supportive living environment including opportunities to develop the life skills necessary to maintain independent living. This form of housing is gaining in popularity and is considered by many to be a missing component in

the efforts to fight homelessness. The current Act excludes this form of housing and therefore provides no statutory structure to transitional housing landlords or tenants or any method of dispute resolution other than the courts.

Expanding the application of the Act to include transitional housing will clearly require specific provisions and exemptions that apply to the program. However this is not unlike the current provisions that specifically apply to public housing. Both landlords and tenants of transitional housing will benefit from the application of the Act through defined rights and obligations and a clear and simple dispute resolution process.

Statistics for the Year
January 1, 2010 to December 31, 2010
And the First Quarter of 2011

Note:
As previously mentioned, the revisions to the Act which came into force on September 1, 2010 require that annual reports be based on the fiscal year rather than the calendar year. Rather than produce two reports (calendar 2010 and fiscal 2010/2011), or produce only one for fiscal 2010/2011 which would leave out data from January, February and March, 2010, I have elected to produce one report for the 2010 calendar year which also includes the first quarter of 2011. In this way, no data is lost and comparisons of similar periods can be shown.

Applications to a Rental Officer
2003-March 31, 2011

	2003	2004	2005	2006	2007	2008	2009	2010	Q1 2011
Applications Filed	457	523	591	534	544	711	635	643	186
By Landlords	409	481	551	489	502	667	576	599	170
By Tenants	48	42	40	45	42	44	59	44	16
Applications Heard	296	383	362	390	374	346	299	356	102
By Landlords	270	353	336	359	351	318	259	321	89
By Tenants	26	30	26	31	23	28	40	35	13
Applications withdrawn	146	161	210	143	168	352	333	262	70
By Applicant	108	117	172	126	155	315	269	238	67
By Rental Officer	38	44	38	17	13	37	64	24	3

2010 Hearings Held,
by Community and Type **Q1-2011 (3 months)**

Community	In Person	By Phone	Total		In Person	By Phone	Total
Behchoko	11	2	13				
Deline	15	2	17			6	6
Ft. Liard		8	8			1	1
Ft. McPherson		10	10				
Ft. Providence	5	8	13			2	2
Ft. Resoloution		1	1				
Ft. Simpson		12	12				
Ft. Smith	13	6	19			3	3
Hay River		18	18			6	6
Inuvik	10	28	38		17	9	26
Jean Marie River		1	1			1	1
Norman Wells		6	6			6	6
Paulatuk		3	3			4	4
Trout Lake		1	1				
Tuktoyaktuk		7	7				
Tulita	12	3	15			2	2
Ulukhaktok		3	3			1	1
Whati		1	1				
Wrigley		2	2			1	1
Yellowknife	167	1	168		43		43
TOTAL	233	123	356		60	42	102

Remedies Provided to Landlords 2010 and First Quarter, 2011

Remedy	Number of orders 2010	Number of orders Jan-March 2011
Non-payment of rent	481	136
Other obligations	39	7
Disturbance	37	11
Damage	61	7
Eviction	7	19
Illegal activities	1	-
Loss of future rent	13	-
Termination/different types	2	-
No fault	-	2
Compensation/overholding	13	13
Security/Pet deposits	2	2

Remedies Provided to Tenants
2010 and First Quarter, 2011

Remedy	Number of orders 2010	Number of orders Jan-March 2011
Security deposit	20	3
Repairs	2	4
Rent increase	-	1
Entry	4	2
Vital Services	1	-
Disturbance	3	1
Abandoned property	1	-

Terminations/Evictions Ordered *
2003-March 31, 2011

	2003	2004	2005	2006	2007	2008	2009	2010	Q1-2011
Termination Requested by Tenant	0	3	2	2	1	3	4	2	1
Termination Requested by Landlord	115	158	158	147	146	139	115	136	45
Terminations as % of Applications Heard	39%	42%	44%	38%	39%	41%	40%	38%	44%
Evictions Ordered	-	-	-	-	-	-	-	7	19
Evictions as % of Applications Heard	-	-	-	-	-	-	-	-	19%

* includes orders which terminate tenancy agreements or evict tenants only if specific conditions are not met.

Value of Compensation Ordered
2006 – March 31, 2011

	2006	2007	2008	2009	2010	Q1 2011
Total Orders Granting Monetary Relief	327	319	286	251	292	82
Total Value of Orders Issued	$978,587	$1,102,170	$1,399,362	$1,334,456	$1,596,625	$413,280
Average Value	$2993	$3455	$4893	$5317	$5468	$5040

Elapsed Time Between Filing Date and Hearing Date
Applications Heard During Period – 2004 to March 31, 2011

	2004	%	2005	%	2006	%	2007	%	2008	%
0-30 days	133	34.7%	146	40.0%	131	33.6%	133	35.6%	90	26.0%
31-60 days	173	45.2%	169	46.7%	193	49.5%	178	47.6%	167	48.3%
61-90 days	62	16.2%	35	10.0%	45	11.5%	44	11.7%	59	17.1%
91-120 days	7	1.8%	3	0.8%	10	2.6%	10	2.7%	18	5.2%
120+ days	8	2.1%	9	2.5%	11	2.8%	9	2.4%	12	3.5%

	2009	%	2010	%	Q1 - 2011	%
0-30 days	80	27%	88	25%	15	15%
31-60 days	140	47%	159	45%	54	53%
61-90 days	50	17%	65	18%	26	25%
91-120 days	15	5%	25	7%	3	3%
120+ days	14	4%	19	5%	4	4%