Annual Report on the Activities of the Rental Officer

April 1, 2019, to March 31, 2020

Submitted by:
Adelle Guigon
Chief Rental Officer
July 31, 2020

NWT RENTAL OFFICE
RÉGIE DU LOGEMENT DES TNO

Rapport annuel des activités du régisseur

Du 1er avril 2019 au 31 mars 2020

Présenté par:
Adelle Guigon,
régisseuse en chef,
le 31 juillet 2020

Le présent rapport contient un résumé en français.

If you would like this information in another official language, call us.
English

Si vous voulez ces informations dans une autre langue officielle, contactez-nous.
French

Kīspin ki nitawihtīn ē nīhīyawihk ōma ācimōwin, tipwāsinān.
Cree

Tłı̨chǫ yatı k'ę̀ę̀. Dı wegodı newǫ dè, gots'o gonede.
Tłı̨chǫ

ʔerıhtł'ís Dëne Sųłıné yatı t'a huts'elkër xa beyáyatı theɂą ɂat'e, nuwe ts'ën yółtı.
Chipewyan

Edı gondı dehgáh got'ı̨e zhatıé k'ę́ę́ edatł'éh enahddhę nıde naxets'ę́ edahłí.
South Slavey

K'áhshó got'ı̨ne xədə k'é hederı ɂedı̨htl'é yerınıwę nídé dúle.
North Slavey

Jii gwandak izhii ginjìk vat'atr'ijąhch'uu zhit yinohthan jì', diits'àt ginohkhìi.
Gwich'in

Uvanittuaq ilitchurisukupku Inuvialuktun, ququaqluta.
Inuvialuktun

ᑖᒃᑯᐊ ᑎᑎᕐᒃᑲᐃᑦ ᐱᔪᒪᒍᕕᒋᑦ ᐃᓄᒃᑎᑐᓕᕐᒃᓯᒪᓗᑎᒃ, ᐅᕙᑦᑎᓐᓄᑦ ᐅᖄᓚᔪᓐᓇᖅᑐᑎᑦ.
Inuktitut

Hapkua titiqqat pijumagupkit Inuinnaqtun, uvaptinnut hivajarlutit.
Inuinnaqtun

Department of Justice: 867-767-9256 ext. 82082

RÉSUMÉ DE L'EXERCICE

Dotation

Actuellement, le personnel de la Régie du logement se compose d'une administratrice, de la régisseuse en chef et de deux régisseurs.

Adelle Guigon occupe le poste de régisseuse en chef depuis le 1er avril 2016; elle occupait auparavant celui de régisseuse depuis le 1er avril 2013. La régisseuse en chef et le ministère de la Justice ont convenu qu'un régisseur permanent à temps partiel était nécessaire pour réduire le délai entre le dépôt des demandes et la tenue des audiences et entre les audiences et la rédaction des ordonnances, ainsi que pour laisser à la régisseuse en chef le temps requis pour faire des recherches et préparer des changements aux politiques et aux procédures liées aux activités administratives de la Régie, en vue d'accroître son efficacité globale.

Après plusieurs tentatives infructueuses du Bureau pour pourvoir le poste de régisseur permanent à temps partiel, Hal Logsdon, régisseur à la retraite, a accepté en janvier 2018 d'assumer cette fonction à court terme. Il est encore en poste et continue d'offrir son aide.

En janvier 2019, Janice Laycock s'est jointe à l'équipe de la Régie du logement à titre de régisseuse à temps partiel. Elle a développé un vif intérêt pour le processus d'arbitrage et son rôle de régisseuse. Je suis donc fière d'annoncer qu'elle s'est révélée être une arbitre compétente, réfléchie et juste.

Kim Powless a été l'administratrice de la Régie de 1999 jusqu'à sa retraite en octobre 2019. Son professionnalisme et sa connaissance du bureau nous manquent, mais sa successeure a repris le flambeau avec brio.

En effet, Alana Hjelmeland occupe le poste d'administratrice du bureau depuis octobre 2019. Mme Powless a assuré sa formation avant son départ. Mme Hjelmeland est arrivée chez nous avec un bagage administratif, une expérience des processus et systèmes gouvernementaux, et une connaissance inestimable du domaine de la location résidentielle. Son regard neuf est un atout précieux à la Régie du logement, et je me réjouis d'une longue et fructueuse relation de travail.

Emplacement

La Régie du logement se situe au troisième étage de l'édifice Est du YK Centre de Yellowknife. Elle y dispose de deux bureaux, d'un espace de travail pour l'administratrice et d'un espace de conservation des documents amélioré, et un comptoir d'accueil permet d'assurer la sécurité. Bien que nous soyons encore à l'étroit, nous avons bon espoir que la mise en place d'un système de stockage numérique des documents et l'aide fournie à cet égard nous permettront de désencombrer l'espace petit à petit. Toutefois, l'aménagement actuel des locaux de l'administration ne permet pas d'installer un poste de travail secondaire adéquat. Une demande a été présentée pour réaménager et réorganiser l'aire de l'administration pour accueillir deux postes de travail selon un concept d'aire ouverte avec des espaces de rangement superposés pour les dossiers afin d'obtenir un espace de travail ergonomique. Je comprends que cette demande a été incluse dans la planification des locaux du ministère lancée à l'automne dernier.

La Régie du logement n'a pas accès à une salle d'audience. Chaque fois qu'une salle est nécessaire pour la tenue d'une audience en personne, la Régie du logement réserve l'une des salles de conférence disponibles. Ce n'est pas un problème pour les audiences dans les collectivités autres que Yellowknife; la grande majorité des audiences en personne ont cependant lieu dans la capitale. À Yellowknife, les audiences en personne ont généralement lieu dans une salle d'un autre ministère, située dans un autre

immeuble que le nôtre.

S'il n'en coûte rien à la Régie du logement pour utiliser les salles du gouvernement des Territoires du Nord-Ouest, les déplacements de la régisseuse pour se rendre aux audiences dans Yellowknife sont peu pratiques et chronophages. Les pertes de temps entre ces différents endroits représentent un usage inefficace des ressources. Disposer d'une salle affectée aux audiences, sur le site même des bureaux de la Régie du logement, permettrait d'accroître la productivité du bureau : les jours où aucune audience n'est prévue, la salle pourrait être utilisée comme bureau supplémentaire pour l'un des régisseurs, ou comme salle de conférence pour des réunions avec le public ou d'autres parties prenantes.

Perfectionnement professionnel

À titre de membre associée du Conseil des tribunaux administratifs canadiens (CTAC), j'ai participé au 35e colloque annuel en mai 2019. Organisé à Montréal, ce dernier avait pour thème « Défis communs, solutions diverses : la justice administrative dans un monde en changement ». Les participants au colloque proviennent de commissions et de tribunaux administratifs de tout le pays qui travaillent dans des domaines variés : barreaux, normes de santé et de sécurité, immigration et statut de réfugié, évaluation foncière, location de locaux d'habitation et services de soutien. Les tables rondes du symposium de 2019 sur l'accès à la justice, les leçons à tirer d'une approche inquisitoire comparativement à une approche accusatoire, la délimitation et la protection de l'indépendance des tribunaux et les usages novateurs de la technologie pour rendre la justice administrative plus efficace ont été particulièrement intéressantes et pertinentes.

Politiques et procédures

Comme les statistiques le révèlent, le nombre de demandes déposées est en hausse pour la deuxième année d'affilée. Le nombre de demandes portant sur des cas complexes a également connu une légère augmentation, mais pas dans la même mesure. Il y a eu une hausse du nombre de demandes entendues et une baisse du nombre de demandes retirées ou rejetées.

Les temps d'attente entre le dépôt d'une demande et la date d'une audience ont été considérablement réduits au cours de cet exercice, en grande partie grâce au travail de nos trois régisseurs, mais aussi grâce aux modifications législatives adoptées en septembre 2019. Compte tenu du délai de signification des documents prévu par la loi, il est peu probable que les temps d'attente puissent être encore réduits.

Par suite de la mise en œuvre progressive des changements administratifs, la charge de travail de l'administratrice du bureau est mieux équilibrée. Je suis heureux d'annoncer que les retards sont maintenant résorbés.

La réduction globale des temps d'attente pour les dates d'audience et l'émission des ordonnances et des motifs de décision nous permet maintenant de consacrer du temps à la refonte des politiques et des procédures et à l'étude approfondie des changements opérationnels nécessaires pour moderniser la Régie du logement, chose auparavant impossible. Les changements législatifs mentionnés précédemment sont un facteur majeur qui contribue à libérer du temps pour que la régisseuse en chef puisse faire autre chose que d'arbitrer des litiges, mais il est impératif de conserver deux régisseurs à temps partiel pour garantir que les changements avant-gardistes puissent continuer d'être mis en œuvre.

The annual report on the activities of the Rental Officer is prepared pursuant to subsection 74.3(1) of the *Residential Tenancies Act*.

The Rental Office serves the Northwest Territories, providing information and dispute resolution services to landlords and tenants in residential tenancies in accordance with the *Residential Tenancies Act* and *Residential Tenancies Regulations*.

Information Services

The Rental Office is a convenient and accessible resource for landlords and tenants to obtain information regarding their rights and obligations. Many landlord-tenant disputes can be resolved by providing the parties with information clarifying their respective rights and responsibilities.

The Rental Office maintains a toll-free telephone number accessible from anywhere in Canada. The Rental Office provides written information to the public, including easy-to-read booklets and fact sheets detailing major aspects of the *Residential Tenancies Act*. Standard forms are also available in hard copy and on the Rental Office website. The website is maintained by the Department of Justice on behalf of the Rental Office, and includes links to the legislation and a searchable database of Rental Officer decisions.

The Rental Officer is also available upon request to make presentations or participate in forums with tenants, property managers, and others interested in residential tenancy issues. These information sessions are provided free of charge in recognition that informed landlords and tenants are more likely to respect each others' rights and obligations and are less likely to end up in a conflict situation.

Dispute Resolution

The *Residential Tenancies Act* specifically requires the Rental Officer to encourage landlords and tenants to attempt to resolve their disputes themselves. The provision of information regarding landlord and tenant rights and obligations is the first step for landlords and tenants to successfully reach their own resolution.

The Rental Office cannot provide direct advice to landlords and tenants for how to go about resolving their disputes. It is suggested that parties may wish to seek legal advice if they remain uncertain about how to proceed with resolving their dispute, including whether or not to file an application to a rental officer. To meet this need the Rental Office often provides contact information for the Outreach Legal Aid Clinic.

Where the parties are unable to resolve a dispute themselves, they may make an application to bring the matter to a hearing and have the dispute resolved by a Rental Officer. The majority of disputes require that an application be made for the Rental Officer to provide dispute resolution services.

A Rental Officer will dismiss an application when it is determined that the reasons for the application are trivial, frivolous, or vexatious, or that the application was not made in good faith. A Rental Officer will dismiss an application that has been made more than six months after the described situation arose, unless the Rental Officer is satisfied it would not be unfair to either party to grant an extension to the time for making the application. Otherwise, a hearing before the Rental Officer is scheduled for all applications.

In the event the parties resolve the dispute themselves before the Rental Officer makes a decision on the matter, the applicant may withdraw their application. In most cases the hearing proceeds as scheduled – either because the parties cannot agree or because one of the parties wants a decision which can be enforced if the other party fails to comply with its terms. The parties will have the opportunity at the hearing to present their respective cases and, after hearing the evidence and testimony of both parties, the Rental Officer will render a decision. A written order will follow.

Rental Officer orders are binding on the parties and can be made enforceable by filing them in the Registry of the Supreme Court of the Northwest Territories. Once filed, the order is deemed to be an order of the Supreme Court.

Recent Legislative Changes

As previously reported in the 2018-2019 Annual Report, recommendations to improve efficiencies were accepted by the Department of Justice and amendments to the Act were passed by the Legislative Assembly, taking effect September 1, 2019. They included:

- Providing for a Chief Rental Officer;
- Redefining the period for service of filed applications and providing for the Rental Officer to specify the service period;
- Providing that reasons for decision may be given either orally on the record or in writing, at the discretion of the Rental Officer;
- Allowing the Rental Officer to provide either a transcript or recording of a proceeding upon request; and
- Providing for the enactment of regulations to set out fees for filing applications and for providing services.

I would like to reiterate my appreciation to the legislative drafters at the Department of Justice for their diligent and thoughtful responses to the proposed amendments. Rental Office operations have been positively impacted by the practical application of the amendments, including contributing to decreasing the wait times between the date an application is filed and the hearing date, and between the hearing date and the date the order is written.

Year in Review

Staffing

The Rental Office is currently served by an Office Administrator, the Chief Rental Officer, and two Rental Officers.

Adelle Guigon has been a Rental Officer since April 1, 2013, and the Chief Rental Officer since April 1, 2016. The Chief Rental Officer and the Department of Justice agreed that a permanent part-time Rental Officer should be retained to improve the time lines for holding hearings after the filing of the application, and for producing orders after the hearing, and to provide the Chief Rental Officer with the time necessary to research and develop policy and procedural changes to the operational administration of the office in order to increase overall efficiencies.

After unsuccessful attempts to secure a permanent part-time Rental Officer, retired Rental Officer Hal Logsdon agreed to return on a limited, short-term basis in January 2018. He remains a Rental Officer under appointment and continues to graciously provide assistance.

In January 2019, Janice Laycock joined the Rental Office team as a part-time Rental Officer. She has taken a keen interest in learning about the adjudicative process and her role as a Rental Officer, and I am pleased to report that she continues to show herself to be a competent, thoughtful, and fair adjudicator.

Kim Powless had served as the Rental Office Administrator since 1999 and retired in October 2019. Her professionalism and corporate knowledge has been missed, but her successor has been filling Ms. Powless's shoes extremely well.

Alana Hjelmeland started in the position of Rental Office Administrator in October 2019, training with Ms. Powless before her departure. She came to us with an administrative background, experience in government processes and systems, and valuable knowledge from the residential tenancies industry. Her fresh perspective is a welcome addition to the Rental Office and I look forward to a long and fruitful working relationship.

Office Location

The Rental Office is located on the third floor of the YK Centre East building in Yellowknife. This location provides for two offices in addition to the office administrator's work space, enhanced on-site storage, and a security conscious front counter area to address safety and security concerns. Although the space remains a tight fit, we are optimistic that with the implementation of and support for electronic storage of materials, we may be able to relieve some congestion over time. However, the current administration space layout does not provide for either an adequate secondary work station or sufficient workspace. A request has been made to re-design and re-organize the administrative area to provide for two work stations in an open concept with file storage tops to provide an ergonomically appropriate workspace. It is my understanding that this request has been included in the departmental office space planning that was initiated last Fall.

The current office location also does not provide for a dedicated hearing room. Whenever a space is required to hold hearings for parties to appear in person, the Rental Office reserves whatever suitable boardroom is available. This is not an issue for hearings in communities other than Yellowknife, but the vast majority of in-person hearings are held in Yellowknife. The in-person hearings in Yellowknife are usually booked in the boardrooms of other departments, in buildings other than where the Rental Office is located.

Although there is no cost to the Rental Office for using GNWT boardrooms, it is inconvenient and time consuming for the Rental Officer to leave the office for hearings within Yellowknife. The accumulated time spent travelling between locations effectively results in an inefficient use of resources. Having a dedicated hearing room directly attached to the Rental Office would provide for increased productivity. On days when there are no hearings scheduled, the room could be utilized as an additional office space for one of the Rental Officers, or for meetings with the public and other stakeholders.

Professional Development

As an Associate Member of the Canadian Council of Administrative Tribunals, I participated in the 35th Annual Symposium in May 2019. The symposium took place in Montreal and was entitled "Common Challenges, Diverse Solutions: Administrative Justice in a World of Change". Participants in the symposium are drawn from administrative tribunals and boards from across the nation representing multiple specialties, including law societies, health and safety standards agencies, immigration and refugee boards, property assessment agencies, residential tenancies adjudicators, and support services. Of particular interest and relevance in the 2019 symposium were the panel discussions related to access to justice, what can be learned from inquisitorial adjudication versus adversarial adjudication, delineating and protecting tribunal independence, and innovative uses of technology to deliver administrative justice more efficiently.

Policies and Procedures

As will be seen in the statistics, the number of applications filed has increased for the second year in a row. The number of applications regarding complex issues has also marginally increased, although not to a proportional extent. There was a notable decrease in the number of applications heard, however, that decrease corresponds with a substantial increase in the number of applications withdrawn or dismissed.

The wait times between the date an application is filed and the date it is heard have experienced a dramatic improvement this fiscal year, due in large part not only to the availability of three Rental Officers but also to the legislative amendments introduced in September 2019. Given the timelines for deemed service of documents provided for in the legislation, it is unlikely that the wait times could be further improved.

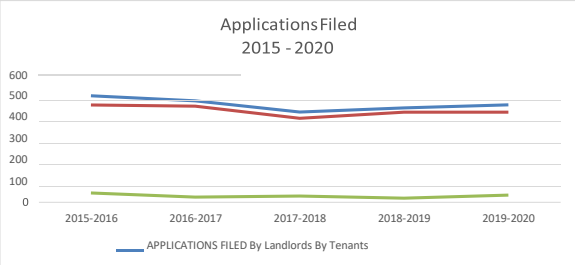
With the gradual implementation of administrative changes, the Office Administrator's workload is more reasonably balanced. I am happy to report that the previous backlog no longer exists.

The overall improvements in wait times to hearing dates and production of written orders and reasons for decision have reached a threshold which provides for the previously elusive time to invest in revamping policies and procedures, and substantively investigating operational changes towards modernizing the Rental Office. The previously mentioned legislative changes are a major contributing factor to the freeing up of time for the Chief Rental Officer to do more than adjudicating disputes, but retaining two part-time Rental Officers is imperative to ensuring the forward-thinking changes can continue to implementation.

Statistics

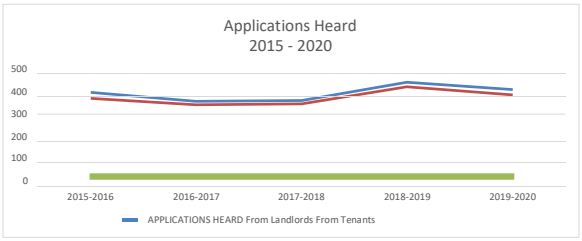
As previously mentioned, the total number of applications filed in the 2019-2020 fiscal year has increased for the second year in a row. The average rate of decline over five years from 2014-2015 to 2018-2019 was 6.6 percent per year; the average rate of decline over five years from 2015-2016 to 2019-2020 is now 4.4 percent per year. These calculations still include the unusual 13.6 percent decline from 2014-2015 to 2015-2016 mentioned in previous annual reports.

Applications Filed



The total number of applications filed in the 2019-2020 fiscal year represent a 3.2 percent increase compared to the 2018-2019 fiscal year. Of the 456 applications filed in the 2019-2020 fiscal year, 56.1 percent of them were regarding subsidized public housing tenancies. Overall, 423 applications were filed by landlords and 33 were filed by tenants.

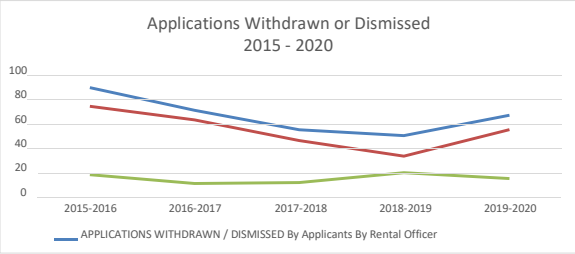
Applications Heard



The number of applications that were heard in the 2019-2020 fiscal year decreased by 7.9 percent compared to the 2018-2019 levels. However, the office closures ordered due to the COVID-19 pandemic resulted in the postponement of 18 hearings originally scheduled to be held the last week of March. Had those hearings been held when scheduled, the decrease in the number of applications that were heard in the 2019-2020 fiscal year would have been by 3.6 percent compared to the 2018-2019 levels. Either decrease is explained by the increased number of applications that were withdrawn or dismissed.

It remains important to note that files scheduled for more than one hearing date (i.e. adjourned or postponed) are not reflected in these numbers. While 408 files were heard, 17.1 percent of them had been scheduled for more than one hearing date. This is a substantial increase from last fiscal year by approximately 5 percent. The number of applications filed relating to complex issues continues to be a contributing factor.

Applications Withdrawn or Dismissed



The number of filed applications that were withdrawn by the applicant or dismissed by the Rental Officer increased by 36.2 percent compared to the 2018-2019 fiscal year. This is a notable reversal of the declining trend over the last five years, returning to similar numbers represented in the 2016-2017 fiscal year.

Applications are usually withdrawn by the applicant when the dispute has been resolved by the parties prior to the hearing being held. Applications are usually dismissed by the Rental Officer when the applicant fails to serve the filed application on the respondent, the applicant fails to appear at a scheduled hearing, or the application has been filed outside the six-month time limitation set out in the Act.

The 2019-2020 numbers for withdrawn applications suggest that more landlords and tenants are resolving their disputes, negating the need for a hearing. That being said, in most cases – particularly with major landlords – even when the parties have come to an agreement about a situation, the applicant will often choose to continue seeking an order that they can enforce if the respondent does not comply with the agreement.

Remedies Provided to Landlords

Applications filed by landlords continue to represent the majority of filed applications, and the majority of those applications continue to primarily involve claims for rental arrears. The majority of the claims for rental arrears were undisputed or undefended by the tenants. Although many of the claims for damages and cleaning are also undisputed by the tenants, it is becoming more common for tenants to contest their responsibility for some of those claims. The number of claims regarding disturbances decreased this fiscal year, but it seems that more of them are being disputed by the tenants. As a result, claims for damages, cleaning, and disturbances are treated as complex from the outset and more time is set aside to hear and consider those matters.

The landlord success rate compared to last fiscal year in obtaining orders regarding rental arrears and additional obligations increased by 29.2 percent and 9 percent, respectively. The landlord success rate in obtaining orders regarding damages and disturbances decreased by 2 percent and 8.8 percent, respectively. It is worth noting that many applications were made in relation to multiple breaches.

Additional obligations includes claims regarding the failure of tenants to maintain the ordinary cleanliness of the rental premises. Other common additional obligations include failing to report household income for subsidized public housing tenancies and failing to pay for utilities.

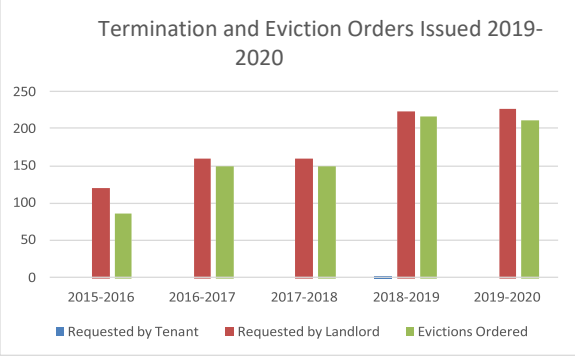
Remedies Provided to Tenants

Tenants primarily made applications regarding security deposits, of which this year 12 were successful. Two tenants made successful applications against their landlords for failing to provide or maintain the rental premises in accordance with section 30 of the Act, which requires that the premises be in a good state of repair, fit for habitation, and in compliance with all health, safety, maintenance, and occupancy standards required by law. Two tenants were also successful this year in obtaining orders against their landlords regarding disturbances.

I would note that while the Rental Office receives many inquiries from tenants regarding the landlord's obligations under section 30 of the Act, very few tenants follow through with making an application to a rental officer regarding those issues. This is likely due to the amount of work the tenant would be required to do to provide reasonable evidence to support their claim, although it is possible the tenants and landlords resolve the disputes themselves.

Termination and Eviction Orders

In 2019-2020, the number of orders issued terminating a tenancy agreement at the request of the landlord increased compared to previous years, representing 51.9 percent of all applications heard. The number of eviction orders issued marginally decreased, representing 48.1 percent of all applications heard.

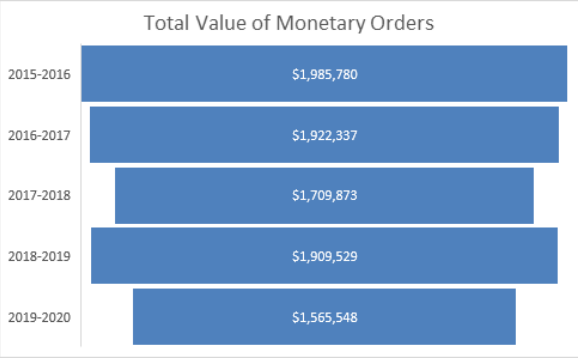


Landlords may apply for both an order terminating a tenancy agreement and evicting a tenant in one application. The eviction order expires six months after the date it takes effect, unless it is filed in the Registry of the Supreme Court of the Northwest Territories within that time frame.

Both termination orders and eviction orders may contain conditions which act to invalidate the order if the conditions are met. An eviction order may be issued to only take effect if the conditions of the termination order are not met. Conditional termination and eviction orders are more common for subsidized public housing tenancies than for private housing tenancies.

The majority of the eviction orders were issued in conjunction with the termination orders, and 75.8 percent of those were conditional termination and eviction orders.

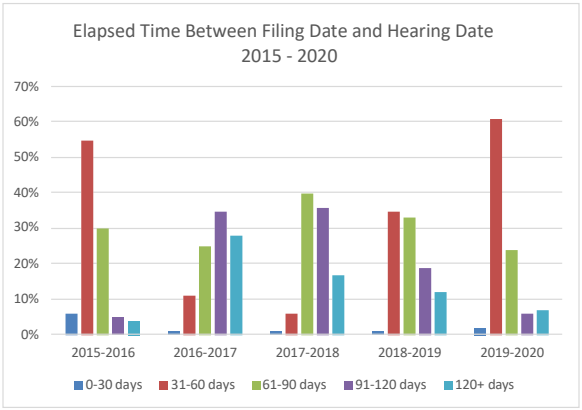
Monetary Compensation Ordered



In the 2019-2020 fiscal year, 347 orders granted monetary compensation; this is a decrease of 4.4 percent from the 2018-2019 fiscal year. The value of those monetary orders also decreased by 18 percent from the previous fiscal year. This amount is a relatively negligible difference compared to the four-year average for 2015-2016 to 2018-2019, and it may be explained in that many of the major landlords in the Northwest Territories have been making applications for rental arrears earlier than previously.

The average monetary compensation ordered in the 2019-2020 fiscal year amounted to $4,511.66 compared to the average monetary compensation ordered in the 2018-2019 fiscal year of $5,260. Although the compensation ordered continues to primarily consist of rental arrears, there remains a fair representation of costs for repairs of damages.

Elapsed Time

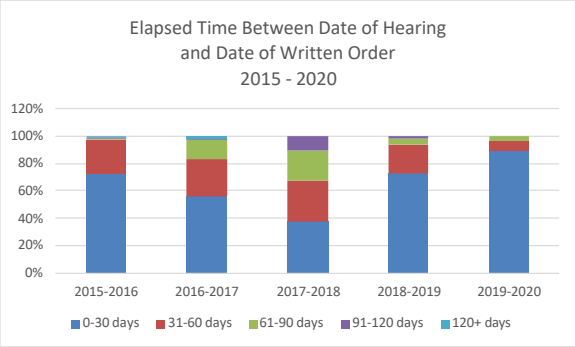


The length of time between the date an application is filed and the date it is heard depends on a number of factors, many of which are outside the control of the Rental Office. Once the application is filed, the applicant must serve a filed copy on the respondent. Prior to the amendments taking effect in September 2019, subsection 76(1) of the Act required that this service be effected within 14 days after the date of filing. In many cases that time period was unrealistic and the Rental Officer used their discretion to extend the time for service of the filed application. With the amendments, subsection 76(1) was reworked to require the applicant to serve the filed copy of the application on the respondent at least five business days before the hearing date or otherwise as specified by the Rental Officer.

The referenced amendment formalizes a procedural change to the way hearings are scheduled which was implemented by the Rental Office in June 2017. Previously the hearings would not be scheduled until the applicant had provided the Rental Office with proof of service of the filed application on the respondent. Now, when an application is received in the Rental Office it is filed and scheduled for

hearing at the same time, and the filed applications and notices of attendance are returned in one package to the applicant for service on the respondent. The applicant must serve the entire package on the respondent and provide the Rental Office with proof of service no later than five business days before the scheduled hearing date.

This procedural change combined with the addition of two part-time Rental Officers has resulted in substantial improvements to the elapsed time between the date an application is filed and the date it is heard. Files heard year over year within 90 days of filing have increased in 2017-2018 by 26.7 percent, in 2018-2019 by 77.8 percent, and in 2019-2020 by 17.1 percent. In fact, there has been an increase of 65.4 percent in the number of files that have been heard within 60 days of filing in the 2019-2020 fiscal year.



Another amendment to the Act that took effect in September 2019 makes the issuance of written reasons for decision discretionary on the Rental Officer where those reasons for decision have been rendered on the oral record. The expectation of this amendment to further significantly improve the average turn-around time for issuing written orders is borne out in the provided statistics.

As reported last year, 94 percent of orders and reasons for decision were written within 60 days of the hearing date with 73 percent of those written within 30 days of the hearing date. In the 2019-2020 fiscal year that figure has again increased to 97 percent being written within 60 days, although I am pleased to report that 90 percent of those orders and reasons for decision were written within 30 days of the hearing date.

The remaining 3 percent of orders and reasons for decision were written within 90 days of the hearing date and all of them represent reserved decisions. Reserved decisions can sometimes take substantially longer to write if the decision is pending receipt of additional evidence from the parties or is of a particularly complex nature.

Method of Hearing

There are three ways a hearing may be held: in-person, by teleconference, or by three-way teleconference. Hearings in Yellowknife and Behchoko are usually held in person. In-person hearings in other communities are only held when a significant number of applications are made at approximately the same time.

Teleconference hearings are scheduled in communities where there is more than one but fewer than ten applications filed at approximately the same time; a hearing room will be rented in the community for the parties to attend to in person, and the Rental Officer will call in from Yellowknife.

Three-way teleconference hearings are scheduled for the hearing of single applications. This method could be used either because the parties are resident in different communities, because there is only one application to be heard in the community, or because a party has left the jurisdiction.

Due to the COVID-19 pandemic arising in Canada in mid-March, all in-person and teleconference hearings scheduled after March 19, 2020, were cancelled and eventually re-scheduled to occur by three-way teleconference. Given the expected longevity of the pandemic restrictions, all hearings for the foreseeable future will by default be scheduled to be heard by three-way teleconference. In-person hearings will only be considered when specifically requested by a party for accessibility to justice reasons and if a suitable venue is available to accommodate compliance with the Chief Public Health Officer's and WSCC's social distancing rules in the work place.

In 2019-2020, somewhat less hearings were held in person versus by telephone. Of the 195 in-person hearings, 169 were held in Yellowknife, 12 were held in Deline, and 14 were held in Hay River. The remaining 52.2 percent of hearings were held either by teleconference or three-way teleconference.

Abandoned Personal Property

The process for handling and disposition of abandoned personal property by the landlord is set out under sections 64 and 65 of the Act. An application is not required to be made under those sections, but there are requirements to report to and request permission from the Rental Officer when dealing with any abandoned personal property of value.

There were 14 inventories of abandoned personal property reported to the Rental Officer in the 2019-2020 fiscal year, and 7 authorizations from the Rental Officer to dispose of stored abandoned personal property. There were no submissions of proceeds of the sale of abandoned personal property.

If the owner of abandoned personal property believes the landlord has wrongfully sold, disposed of, or otherwise dealt with any of the abandoned personal property, they may make an application to a rental officer to hear the arguments and make a determination under section 66 of the Act. There were no such applications this fiscal year.

Issues

Authority to Rescind Previous Orders

Subsections 84(1) and 84(2) of the Act permit the Rental Officer to make an order for monetary compensation which includes a minimum monthly payment plan. Subsection 84(3) permits the Rental Officer to rescind that order and replace it with an order to pay any compensation still owing from the previous order in a lump sum. There are no provisions in the Act authorizing the Rental Officer to rescind any other types of orders.

In situations where the circumstances of a dispute have changed after the issuance of an order, effectively making any part of that order unnecessary or excessive, there is no avenue for a Rental Officer to rescind or replace the previously issued order.

A primary example occurs when an order has been issued for a tenant in subsidized public housing to pay unsubsidized rent because they have failed to report their household income in accordance with their tenancy agreement. As soon as the tenant reports that household income (after the order has been issued) the landlord recalculates the rent to account for eligible subsidies, and as a result the

quantum of rental arrears drops substantially. The original order, however, remains in effect and enforceable for payment of the rental arrears at the much higher value. In this regularly recurring scenario it would be most efficient for all concerned if the Rental Officer could rescind and replace the previous order with an order that reflected the adjusted rental arrears.

Another common example is when an order (or more) has been issued for payment of rental arrears, the order gets filed with the Supreme Court but is not enforced, the tenant accumulates additional rental arrears, and the landlord files another application requesting an order for payment of the new balance of rental arrears. Because a Certificate of Satisfaction has not been entered at the Supreme Court regarding the previous order, that order remains active and enforceable. Usually, the Rental Officer will account for the active status of the previous order and issue a new order for the difference between the current balance and the amount of the previous order. Again, it would seem to be more efficient to rescind the previous order and replace it with a new order reflecting the current balance of rental arrears.

I would request consideration of an amendment to the Act permitting the Rental Officer to rescind previously issued monetary orders. I am aware that the Department of Justice has put some thought towards this request given that it was also made in last year's annual report, and I am aware that it would likely require a more complex legislative change than I had initially anticipated. Despite the complexity, I appreciate the Department's efforts to address this request.

To be clear, I am not suggesting an amendment that would authorize a Rental Officer to review Rental Officer decisions; to my mind such reviews should remain in the realm of the Supreme Court of the Northwest Territories. Rather, I am suggesting only an amendment to authorize a Rental Officer to re-assess monetary values of arrears at a hearing under a new application and to rescind previously issued monetary orders as appropriate to accommodate the issuance of a replacement monetary order. The decision itself made at the previous hearing would not be open to reconsideration; only the monetary value of the arrears themselves would be open to re-evaluation.

Sections 58 and 59
Method of Termination ofTenancy

Sections 58 and 59 of the Act provide for the landlord to make an application for an order to terminate a tenancy agreement where:

- the landlord requires possession of the rental premises for use as a residence by himself and/or his immediate family members;
- the landlord has entered into an agreement of sale of the property which requires delivery of vacant possession of the rental premises for use as a residence by the purchaser and/or his immediate family members;
- the landlord requires possession to demolish the property;
- the landlord requires possession to change the use of the property to other than a rental property; or
- the landlord requires vacant possession to make repairs or renovations so extensive as to requirea building permit.

In the case where the landlord has sold the property, the landlord must provide proof of the sale and confirmation from the purchaser of their intended personal use of the premises as a residence. In the case where the landlord intends to demolish the rental premises, change the use, or make extensive repairs or renovations, the landlord must prove that they have obtained all the necessary permits or other authorizations that may be required.

While the Rental Office does not receive many applications under sections 58 and 59, we do receive many calls for information about terminating tenancies under the specified circumstances. The best case scenario which is encouraged by this office is for the Landlord and Tenant to negotiate a mutually agreeable termination date and to put that agreement in writing in accordance with section 50 of the Act. This scenario is often not available, usually due to the parties being unable to agree to the aforementioned mutually agreeable terminate date.

The requirement to make an application to a rental officer to terminate a tenancy when the parties are unable to come to an agreement is often seen by landlords as an onerous and unnecessary process. I suspect many landlords bank on their tenants not knowing that the landlord is obligated to make an application. We also get some calls for information on these sections from tenants who are questioning whether or not their landlord is treating them in accordance with the Act

I agree that going through the application process for these circumstances is largely unnecessary. Often tenants voluntarily vacate the rental premises after being served with the filed application, resulting in the landlord withdrawing the application before the scheduled hearing. The requirement to file an application before it is necessary creates an administrative burden on both the applying landlord and the Rental Office.

To my mind it would be sufficient for the landlord to give the tenant written notice to terminate the tenancy in accordance with the established time frames, along with copies of the required documents proving the reasons for the termination. The tenant could still have the option to vacate early as provided for under subsections 58(2) and 59(2). If the tenant does not vacate the rental premises by the termination date, or the landlord does not believe that the tenant will vacate the rental premises by the termination date, the landlord could then file an application for an eviction order. The tenant would have the opportunity at the hearing regarding the application for eviction to challenge the validity of the landlord's notice to terminate the tenancy.

I would request consideration of an amendment to sections 58 and 59 of the Act to allow landlords to terminate tenancies in the described circumstances by giving the tenants advance written notice in accordance with the established time lines.

Section 51(4)
Termination of Subsidized
Public Housing Tenancy Agreements

Subsidized public housing landlords benefit from several specific provisions in the Act. Most appear reasonable given the nature of subsidized public housing tenancy agreements. Subsection 51(4) to my mind is the exception.

Subsection 51(4) of the Act specifies that subsidized public housing fixed-term tenancy agreements of 31 days or less terminate on the specified end date. The specificity of the termination of this type of tenancy agreement under this section renders it exempt from the automatic renewal provisions under subsection 49(1) at paragraph 49(2)(b).

Subsection 51(4) says:

> 51. (4) Notwithstanding subsection (3), where a tenancy agreement for subsidized public housing specifies a date for termination of the agreement that is 31 days or less after the commencement of the agreement, it terminates on the specified date.

Section 49 says:

> 49. (1) Where a tenancy agreement ends on a specific date, the landlord and tenant are deemed to renew the tenancy agreement on that date as a monthly tenancy with the same rights and obligations as existed under the former tenancy agreement, subject to any rent increase that complies with section 47.
>
> (2) Subsection (1) does not apply
> (a) where the landlord and tenant have entered into a new tenancy agreement;
> (b) **where the tenancy has been terminated in accordance with this Act**; or
> (c) to rental premises provided by an employer to an employee as a benefit of employment. [emphasis mine]

In my experience to date, 31-day-or-less fixed-term tenancy agreements appear to be used less frequently by subsidized public housing landlords than was the case some years ago. However, when I have learned about their use it seems to be with a punitive purpose involving multiple back-to-back 31-day-or-less fixed-term tenancy agreements. Usually the landlord in these situations will effectively hold the consecutive termination dates over the tenant's head in an attempt to control their behaviour. Because section 51(4) of the Act simply terminates the tenancy agreement without any cause being necessary, the tenant does not benefit from an opportunity to dispute the termination. To my mind, section 51(4) operates contrary to the security of tenure principles otherwise provided for throughout the legislation.

Subsidized public housing landlords already benefit from subsections 51(3) and 51(5) of the Act, which allow them to give a tenant at least 30 days' written notice to terminate a tenancy agreement for the last day of a period of the month-to-month tenancy or the last day of a fixed-term tenancy. The subsidized public housing landlord may exercise this option whether or not there is cause to terminate the tenancy agreement (i.e. the tenant has breached an obligation), and they are not required to apply for an order to terminate the tenancy. If the tenant refuses to leave the rental premises after being given a notice under either of these sections, then the landlord would be required to apply for an order to evict the tenant, which in turns gives the tenant the opportunity to dispute whether or not the tenancy was terminated in accordance with the Act. Other landlords do not have the benefit of subsections 51(3) and 51(5) of the Act; they must apply for an order to terminate a tenancy agreement for cause.

Subsidized public housing landlords also benefit from the provisions under paragraph 57(b) of the Act, which allows the landlord to apply for an order to terminate the tenancy agreement where the tenant has ceased to meet the requirement for occupancy of the rental premises. This is a reasonable provision that requires the landlord to prove how the tenant no longer meets the eligibility requirements and provides the tenant with an opportunity to dispute the landlord's claim.

Along with other landlords, subsidized public housing landlords also have the option to employ subsection 54(1) of the Act, which provides for a landlord to give a tenant at least 10 days' written notice to terminate a tenancy agreement under specific circumstances. Commonly used circumstances include where the tenant has repeatedly and unreasonably caused disturbances, where the tenant's actions (or lack thereof) have seriously impaired the landlord's or other tenants' safety, or the tenant

has repeatedly failed to pay the full amount of rent when due. The landlord exercising the notice provided for under this section is also required to apply for an order terminating the tenancy agreement. Consequently, if the tenant wishes to dispute the reasons given for terminating the tenancy agreement under section 54 they will have the opportunity to do so at a hearing before the Rental Officer.

No matter which section of the Act is relied on to terminate a tenancy, the landlord cannot forcibly remove a tenant from the rental premises without an eviction order issued by the Rental Officer. Even if the tenancy agreement is terminated under subsections 51(3), 51(4), or 51(5), if the tenant does not voluntarily vacate the rental premises the landlord will have to file an application to a rental officer seeking an eviction order.

The Rental Office does have an expedited hearing dates policy which provides for an application to be heard within a short period of time after an application is filed. Written requests for expedited hearing dates will only be considered where immediate and/or emergency safety concerns exist, and a significant risk of harm to the landlord, tenant, other tenants in the residential complex, and/or the property is evident.

Subsection 51(4) strikes me as unnecessary, redundant, and excessive, providing an unreasonable amount of power to subsidized public housing landlords. I would request that consideration be given to repealing subsection 51(4) of the Act.

Remedies for ImproperTermination

Subsections 51(2) and 52(2) permit a landlord who has rented out their only residence in the Northwest Territories to terminate the tenancy agreement by giving the tenant at least 30 days' written notice to terminate a fixed-term tenancy on the last day of the fixed-term or at least 90 days' written notice to terminate a month-to-month tenancy on the last day of a given month. The landlord in these cases is not required to make an application for an order to terminate the tenancy.

As previously mentioned, section 54 of the Act provides for a landlord to give a tenant at least 10 days' written notice to terminate a tenancy agreement where the tenant has committed a substantial breach of their obligations as specified under that section. Section 54 requires the landlord who gives this notice to file an application to a rental officer for an order to terminate the tenancy.

Again as noted previously, sections 58 and 59 of the Act each provide for a landlord to terminate a tenancy agreement for specific reasons other than the tenant breaching an obligation by making an application to a rental officer for an order to terminate the tenancy. Service of the filed application on the tenant effectively constitutes notice to the tenant of the landlord's desire to terminate the tenancy, and the tenant has the option to either voluntarily vacate the rental premises before the anticipated termination date or to appear at the hearing to have their say in the matter.

Section 60 of the Act provides for a tenant whose tenancy is terminated under section 58 or 59 to apply for compensation for losses suffered where it turns out the landlord did not in good faith require the rental premises for the purpose specified in the application.

There have been instances (and likely more than I am aware of) where a tenant who was not given proper notice to terminate the tenancy under the referenced sections 51, 52, and 54 has vacated the rental premises under duress and despite disagreeing with the reasons for the termination and/or the inconvenience of an unexpected move on short notice. These tenants have no recourse to recover losses suffered because there are no remedies provided in the Act for a tenant to make such a claim.

I would request consideration of amendments to the Act to provide for remedies similar to those provided for under section 60 to a tenant who suffers monetary losses when a landlord fails to provide proper notice to terminate a tenancy agreement in accordance with sections 51, 52, and 54 of the Act.

Definition of Rent

Subsection 1(1) of the Act defines "rent" as including:

> the amount of any consideration paid or required to be paid by a tenant to a landlord or his or her agent for the right to occupy rental premises and for any services and facilities, privilege, accommodation or thing that the landlord provides for the tenant in respect of his or her occupancy of the rental premises**, whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing**; [emphasis mine]

The above emphasized statement creates a paradox in relation to subsections 47(1) and 47(2) regarding rent increases, which say:

> 47. (1) Notwithstanding a change in landlord, no landlord shall increase **the rent** in respect of a rental premises until 12 months have expired from
> (a) the date the last increase in rent for the rental premises became effective; or
> (b) the date on which rent was first charged, where the rental premises have not been previously rented.
>
> (2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective. [emphasis mine]

Subsection 1(1) of the Act also defines "services and facilities" as including:

> furniture, appliances and furnishings, parking and related facilities, laundry facilities, elevator facilities, common recreational facilities, garbage facilities and related services, cleaning or maintenance services, storage facilities, intercom systems, cable television facilities, heating facilities or services, air-conditioning facilities, utilities and related services, and security services or facilities

Generally speaking, changes to the rates charged for the referenced services and facilities are largely out of the landlord's control. In particular, charges for such services as electricity and heating fuel can fluctuate dramatically on a monthly basis. Because separate charges for services and facilities are defined as being part of the rent, the landlord technically is unable to charge the tenant for any service usage that exceeds the amount charged in the first month of the tenancy because they can only increase the rent once in a 12-month period.

There is a workaround for this problem in that the tenant's responsibility for services and facilities can be set out in a written tenancy agreement as an additional obligation, but that is not an option for oral or implied tenancy agreements. Also, as long as the definition of rent remains as is, even if the written tenancy agreement includes the additional obligation for the tenant to pay services and facilities but requires the tenant to pay those bills to the landlord, then the landlord still technically cannot charge any amounts to the tenant that exceed the amount charged in the first month of the tenancy without giving the tenant at least three months' written notice of the rent increase. And the landlord still can only institute the rent increase once in a 12-month period.

In an effort to address this paradox, I request consideration be given to amending the definition of "rent" by striking out "whether or not a separate charge is made for the services and facilities, privilege, accommodation or thing".

Unlawful Distraint and Seizure

Subsections 3(1) and 35(1) of the Act prohibit the landlord from seizing and distraining (holding) a tenant's property for any breach of the Act, including the obligation to pay rent. However, there are no remedies available to a tenant for losses suffered as a direct result of a landlord contravening either subsection 3(1) or 35(1). The prohibitions in sections 3 and 35 are also not included as summary offences under section 91 of the Act.

This issue rarely arises, but I would still request consideration be given to amending the Act to include remedies for breaches under sections 3 and 35.

Retention of Security Deposits

Sections 14 and 14.1 of the Act authorize a landlord to request a security deposit and pet security deposit from a tenant, and to set out the limitations respecting the amounts of the deposits and the time to pay them. Section 18 of the Act sets out the circumstances under which a landlord may retain the security deposits at the end of the tenancy. Specifically, the security deposits may only be applied against rental arrears and/or costs of repairs.

The landlord may only apply the security deposits against costs of repairs if they have completed both an entry and exit inspection report, and provided copies of each report to the tenant within five days after each of the respective inspections.

The security deposits, an itemized statement of account, and/or notice of the landlord's intention to retain any part of the security deposit, must be returned to the tenant within ten days after they vacate the rental premises.

If the landlord fails to return the security deposits or provide the tenant with notice of the intention to retain the security deposits within the legislated time period, the tenant may file an application for the return of their security deposits. The tenant may also file an application for the return of their security deposits if the landlord retains the security deposits against costs of repairs without having completed the required entry and exit inspection reports.

With respect to retaining the security deposits against rental arrears, many landlords fail to understand that lost future rent does not constitute rental arrears. Rental arrears are those amounts still owing for rent due on or before the last day of the tenancy. Where a tenant vacates a rental premises without giving proper written notice to the landlord of their intention to terminate the tenancy agreement in

accordance with the Act, then the tenant effectively has abandoned the rental premises. The landlord may be entitled to rent from the tenant for the next month (or more if the tenancy agreement was for a fixed term), but that rent would be lost future rent or rent that is not yet due, and therefore it is not rental arrears that would justify a retention of the security deposits against the lost future rent.

Some landlords intentionally retain the security deposit against lost future rent fully realizing that they are contravening the Act. Usually they are counting on the tenant either not knowing that the security deposit cannot be retained against lost future rent, not knowing that they have the option to file an application for the return of the security deposit, or not being willing to pursue making the application. These landlords choose to take the risk of improperly retaining the security deposits, and seem to accept that should the tenant choose to make an application the landlord will likely be ordered to return it to the tenant. When a tenant is successful in this type of application the landlord may return the security deposit willingly, but in some cases the landlord still refuses and the tenant will be forced to have the order enforced by filing it with the Registry of the Supreme Court of the Northwest Territories.

Occasionally the landlord is simply trying to recover their losses in an expedient manner, particularly where a tenant has abandoned the rental premises without notice, and in these cases most tenants are aware of their obligation to pay lost future rent and therefore do not dispute the retention of the security deposit for that purpose.

Section 18.1 of the Act provides remedies to tenants who make an application regarding a landlord's breach of their obligations respecting the return or retention of the security deposits. The remedies are limited to the Rental Officer issuing an order either requiring the landlord to comply with their obligation or requiring the landlord to return all or part of the security deposits.

Paragraph 91(1)(a) of the Act identifies the contravention of the sections related to security deposits as offences punishable by a fine upon summary conviction. This is the only option which could be considered to punish a landlord who repeatedly and purposely continues to improperly retain the security deposits. Unfortunately, pursuing a charge of this nature is unusually difficult to apply, is largely ineffective, and on the exceedingly rare occasion when the charge is pursued the resulting fine is of such little value that it fails to serve as a deterrent. I concur with the recommendation made by my predecessor that establishing within the Act the ability to issue summary offence tickets with minimum voluntary fines for specified violations may be a more effective deterrent to persistent violations of the Act by landlords than a full prosecution before the court.

On that note, there currently is no enforcement officer or established procedure to pursue charges under section 91 of the Act. This would need to be addressed for any of the offences listed under section 91 of the Act to be effective.

Deemed Service by Registered Mail

Paragraph 71(1)(b) of the Act provides for service of notices or other documents by registered mail, and subsection 71(5) of the Act provides for registered mail to be deemed served on the seventh day after mailing. Seven days is not an unreasonable expectation in Yellowknife, but for most of the smaller communities in the Northwest Territories seven days can be problematic. I would propose extending the time for deemed service of registered mail to 10 days or to specify seven business days.

Assignment and Subletting

Subsection 22(2) of the Act specifies that an assignment/sublet is not valid unless the landlord has given written consent. It also specifies that the landlord may not unreasonably withhold that consent.

Subsections 22(3) and 22(4) permit a tenant who has been unreasonably refused consent to assign/sublet their tenancy agreement to request an order from the Rental Officer permitting the assignment or sublet without the landlord's written consent.

There is no other remedy available for a tenant who has been unreasonably denied consent for an assignment/sublet. Unfortunately this does not address situations where the unreasonable denial has resulted in the prospective assignee/sublessee losing interest in the assignment/sublet, unfairly leaving the tenant in a position that may be financially challenging for them. In this scenario other remedies would be desirable, such as requiring the landlord to compensate the tenant for losses suffered as a direct result of the landlord's breach and/or early termination of the tenancy agreement.

I would request consideration of an amendment to the Act to provide for additional remedies where a landlord unreasonably withholds consent for an assignment or sublet.

Roommates

In the Northwest Territories it is not unusual for people to rent out spare rooms to other individuals. The high cost of living in the North often necessitates this extra source of income. Generally speaking this is not an issue, and where the person renting out the room owns the premises the tenancy is governed by the Act. However, where the person renting out the room is renting the premises from another party, the Act does not apply.

Subsection 1(1) of the Act defines a landlord as including:

> the owner, or other person permitting occupancy of rental premises, and his or her heirs, assigns, personal representatives and successors in title and a person, **other than a tenant occupying rental premises**, who is entitled to possession of a residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; [emphasis mine]

The Act is designed to set out the rights and obligations of landlords and tenants, and to provide resolution services for disputes *between landlords and tenants*. Effectively, what I will refer to as "tenant-tenant" residential tenancies are specifically exempt from the Act, because there is no provision including them. The contract between the tenant renting out a room and the person renting the room would be considered a civil contract, and should any disputes arise out of this type of contract the Rental Office currently suggests the parties make inquiries regarding filing a civil claim in the Territorial Court.

To my mind, in consideration of the common practice of parties renting rooms from other tenants in the North, it may be appropriate to give some thought to how those tenant-tenant relationships can be better protected and perhaps brought within the Act. This may be as straightforward as striking out "other than a tenant occupying rental premises" from the definition of "landlord".

Provision of Receipts

Subsection 36.1(1) of the Act requires the landlord to produce receipts for the payment of any rent, security deposits, or other amount to a tenant or former tenant who requests it. However, there is no remedy available for the tenant whose landlord fails to produce the requested receipts. Nor is failing to comply with subsection 36.1(1) listed as a punishable offence under subsection 91(1) of the Act.

I would request consideration of an amendment to the Act to provide for either a remedy to a tenant for a landlord failing to provide receipts upon request or for the offence to be listed as punishable under subsection 91(1) of the Act.

Transitional Housing

In previous annual reports, arguments were advanced for defining transitional housing in the Act. As previously noted, it is a "stretch" to fit transitional housing into the exemptions listed under subsections 6(2)(d) and 6(2)(e) of the Act, which provide:

> 6. (2) This Act does not apply to
>
> ...
>
> (d) living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care;
>
> (e) living accommodation established to temporarily shelter persons in need;
>
> ...

Nor is transitional housing necessarily considered subsidized public housing, which is defined in the Act as:

> 1. (1) In this Act,
>
> ...
>
> "subsidized public housing" means rental premises rented to an individual or family of low or modest income at a reduced rent determined by the income of the tenant and funded by the Government of Canada, the Government of the Northwest Territories or a municipality or an agency of the Government of Canada, the Government of the Northwest Territories or a municipality pursuant to the *National Housing Act* (Canada) or the *Northwest Territories Housing Corporation Act*;
>
> ...

The Canada Mortgage and Housing Corporation describes the overriding objective of transitional housing in an article entitled "Transitional Housing: Objectives, Indicators of Success and Outcomes"[1] as:

> The overall objective of transitional housing is to provide people with the structure and support they need to address critical issues necessary to maintain permanent housing and maximize self-sufficiency.

[1] https://www.cmhc-schl.gc.ca/odpub/pdf/63445.pdf

Currently, the question of whether or not transitional housing is exempt from the Act remains debatable. Without a clear definition of transitional housing and a reference to it under subsection 6(2), the argument could be made that transitional housing is not exempt from the Act.

I agree with my predecessor that transitional housing landlords and tenants could benefit from being brought under the umbrella of the Act provided that special provisions permit the program to operate as designed, similar to those provided for subsidized public housing. I also question favouring political intervention as a substitute for resolution by an administrative tribunal. After all, the fair and impartial adjudication of such disputes is what an administrative tribunal is designed to provide. Whichever path is chosen, a definition of transitional housing would provide clarity.

Further consideration of this recommendation may be required in the coming days given that a Rental Officer decision[2] finding one local transitional housing provider's tenancy agreement was not exempt from the Act has been appealed to the Supreme Court of the Northwest Territories. As of writing of this report, that appeal is scheduled to be heard later this year.

Adelle Guigon
Chief Rental Officer

[2]Rental Officer Order #16699

Schedule A

Statistics for the Year
April 1, 2019, to March 31, 2020

APPLICATIONS FILED	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total	579	500	474	424	442	456
By Landlords	540	455	450	396	421	423
By Tenants	39	45	24	28	21	33

APPLICATIONS HEARD	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total	492	400	360	363	443	408
From Landlords	462	369	343	345	422	387
From Tenants	30	31	17	18	21	21

APPLICATIONS WITHDRAWN OR DISMISSED	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total	137	86	68	52	47	64
By Applicants	118	71	60	43	30	52
By Rental Officer	19	15	8	9	17	12

TERMINATION AND EVICTION ORDERS	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Termination Orders Requested by Tenant	2	0	0	0	2	0
Termination Orders Requested by Landlord	191	121	160	161	224	228
Termination Orders as Percentage of Applications Heard	38.8%	30.3%	44.4%	44.4%	51%	55.9%
Evictions Ordered	114	86	153	150	217	211
Eviction Orders as Percentage of Applications Heard	23.2%	21.5%	42.5%	41.3%	49%	51.7%

*Note: These numbers include orders which terminated a tenancy agreement or evicted tenants only if specific conditions were not met.

REMEDIES PROVIDED TO TENANTS 2019-2020	
Landlord Failed to Mitigate Loss	1
Security Deposits	12
Repairs / Maintenance	2
Interference with Vital Service	1
Landlord Disturbances	2
Improper Termination	1
Additional Obligations	2

REMEDIES PROVIDED TO LANDLORDS 2019-2020	
Security Deposits	10
Rental Arrears	677
Tenant Damages	96
Tenant Disturbances	73
Additional Obligations	109
Illegal Activities	4
Termination Orders	231
Eviction Orders	211
Compensation for Use and Occupation (Evictions)	34
Minimum Monthly Installments (Rescind/Order)	5

*Note: Many orders contain multiple remedies. Therefore, the total remedies applied exceed the total number of orders. For example, there are three available remedies which may be applied for non-payment of rent. Often an order for non-payment of rent provides for more than one remedy.

MONETARY COMPENSATION ORDERS	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Orders Granting Monetary Compensation	414	329	314	314	363	347
Total Value of Orders Issued	$3,011,165	$1,985,780	$1,922,337	$1,709,873	$1,909,529	$1,565,547
Average Value	$7,273	$6,036	$6,122	$5,445	$5,260	$4,511

METHOD OF HEARING BY COMMUNITY

April 1, 2019 - March 31, 2020

	In Person	By Phone
Aklavik		1
Behchoko		6
Colville Lake		1
Deline	12	3
Dettah	5	0
Enterprise		1
Fort Good Hope		2
Fort Liard		5
Fort McPherson		10
Fort Providence		10
Fort Resolution		2
Fort Simpson		16
Fort Smith		16
Gameti		2
Hay River	14	41
Inuvik		20
Jean Marie River		0
Kakisa		2
Lutsel K'e		5
N'dilo	5	0
Norman Wells		6
Paulatuk		1
Sachs Harbour		6
Sambaa K'e		1
Tsiigehtchic		1
Tuktoyaktuk		16
Tulita		14
Ulukhaktok		4
Wekweeti		2
Whati		10
Wrigley		3
Yellowknife	159	6
Total	**195**	**213**

ELAPSED TIME BETWEEN FILING AND HEARING												
	2014-2015	%	2015-2016	%	2016-2017	%	2017-2018	%	2018-2019	%	2019-2020	%
0-30 days	68	14%	24	6%	5	1%	2	1%	3	1%	7	2%
31-60 days	200	41%	221	55%	39	11%	24	6%	153	35%	251	61%
61-90 days	121	24%	119	30%	91	25%	145	40%	148	33%	98	24%
91-120 days	58	12%	20	5%	125	35%	131	36%	83	19%	24	6%
120+ days	45	9%	16	4%	100	28%	61	17%	56	12%	29	7%

ELAPSED TIME BETWEEN HEARING AND WRITING ORDER												
	2014-2015	%	2015-2016	%	2016-2017	%	2017-2018	%	2018-2019	%	2019-2020	%
0-30 days	423	86%	294	73.5%	204	56.7%	138	38.0%	324	73%	369	90%
31-60 days	55	11.2%	101	25.3%	103	28.6%	110	30.4%	95	21%	30	7%
61-90 days	13	2.6%	3	0.8%	51	14.2%	80	22.0%	22	5%	10	3%
91-120 days	1	0.2%	1	0.2%	1	0.3%	35	9.6%	2	1%	0	0%
120+ days	0	0%	1	0.2%	1	0.2%	0	0.0%	0	0%	0	0%