TABLED DOCUMENT 54-17(3)
TABLED ON OCTOBER 17, 2012

Annual Report: Activities of the Rental Office

April 1, 2011 to March 31, 2012

Submitted by
Hal Logsdon
Rental Officer

The Residential Tenancies Act

The passage of the NWT *Residential Tenancies Act* in 1987 was consistent with 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 to hear appeals.

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 each other's rights and obligations and are less likely to end up in a conflict situation.

Dispute Resolution

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

On the filing of an application, a 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.

Some Observations on the Amendments to the Act

The *Residential Tenancies Act* was amended in 2008 and the amendments brought into force on September 1, 2010. Now, almost two years after the introduction of the amendments, I can offer the following observations on the effects of a few of the key amendments.

Eviction Process

Prior to the amendments, eviction orders and writs of possession were only issued by the NWT Supreme Court. The amended Act enables a rental officer to issue an order for eviction. The writ of possession is issued by the Supreme Court on the filing of the order and other documents by the landlord.

This amendment has undoubtedly made it less expensive for landlords to obtain a writ of possession as they no longer must retain legal council to represent them in Court. The amendment does not appear to have significantly reduced the time required to get possession of the premises. Under the former process most evictions were heard in chambers and dealt with quickly. The amended process only eliminates the appearance in Court which is more an issue of expense than time.

In my opinion, the amendment has been beneficial to both landlord and tenant. The landlord enjoys the financial benefit of being able to self-represent and the tenant should find it easier to defend themselves in the less formal setting of the tribunal.

As indicated in the statistical section of this report, 123 eviction orders were issued during the 2011/2012 fiscal year. This has significantly increased the workload of both the rental officer and the office administrator. Many landlords take advantage of the provision enabling them to apply for both a termination order and an eviction order through a single application (s. 63(2)(a)). Although many eviction orders issued are conditional and are subsequently nullified by the tenant's compliance with the order, the work involved in the writing, filing and service of the order is not reduced.

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, to 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.

This provision does not result in the forfeiture of the landlord's ability to file for compensation for the cost of repairs due to tenant damage. It only removes the ability of the landlord to retain the security deposit to cover all or part of these costs. Landlords may file for compensation for repairs pursuant to section 42 whether or not the required inspection reports have been completed.

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.

It does not appear that the introduction of the pet deposit has resulted in any significant increase in the number of "pet friendly" apartments. One major landlord reported that they continue to offer a certain number of apartments where pets are permitted but do not charge a pet deposit, although they are considering doing so. Another landlord reports that they also continue to allow pets but do not charge the full amount for the pet deposit permitted.

Automatic Renewal of Term Tenancy Agreements and Landlord's Notice to Terminate - Subsidized Public Housing

The Act as amended now provides for the automatic renewal of public housing 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.

While appearing to provide greater security of tenure to public housing tenants, the provision permitting public housing tenancy agreement to be terminated by the landlord's notice counteracts that effect. Subsidized public housing landlords may now terminate a tenancy agreement by giving written notice to the tenant. Taken as a whole, these two amendments achieve very little in the way of security of tenure.

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. Prior to the amendment, few landlords were charging the penalty because the interest rate was so low and because it was difficult to calculate. The amendments have resulted in many more landlords charging the permitted penalty.

Market Trends

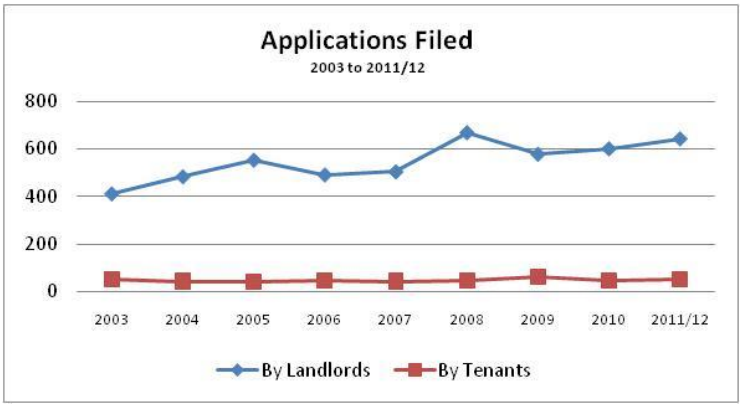
Canada Mortgage and Housing Corporation reported that the Yellowknife apartment vacancy rate rose to 1.5% in October, 2011 up from 0.8% in April, 2011. Average monthly rents showed significant stabilization during this period but on a year over year basis between October 2010 and October 2011 rents increased by 5.4%. The average 2-bedroom apartment rented for $1556/month in October, 2011. [1]

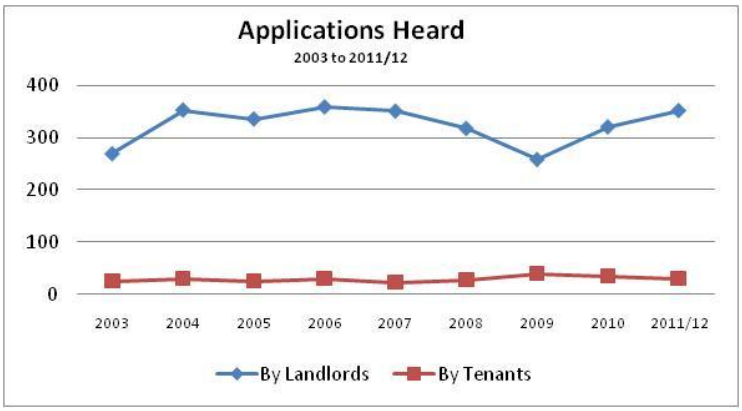
Increased construction of condominiums and apartments, continued low mortgage rates and a brisk market in existing homes is expected to raise the vacancy rate somewhat higher and stabilize rents in the coming year.

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.

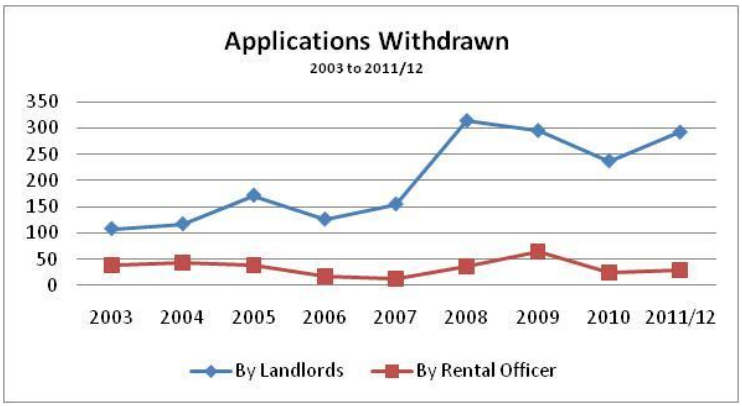
The number of applications filed during fiscal year 2011/12 increased by over 7% compared to the 2010 calendar year.[2] This increase is partly due to the increased efforts of the NWT Housing Corporation and its agents, local housing organizations, to enforce rent collection. The number of applications heard show the same upward trend. Landlord applications continue to comprise most of the applications filed and heard. Tenant applications represent only about 7% of the total applications filed.



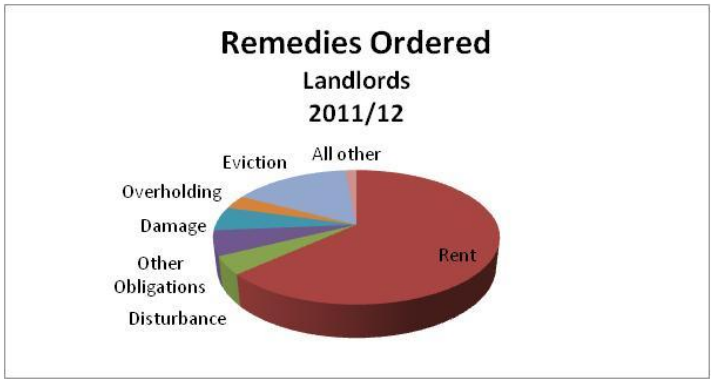


The number of applications withdrawn increased by 23%. Applications withdrawn by a rental officer are usually the result of applicants failing to

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. Applicants commonly withdraw applications if the dispute has been settled. The number of withdrawals, whether by the applicant or a rental officer, reflects, in part, the number of disputes that are resolved without recourse to mediation or adjudication by a rental officer. This is undoubtedly positive but still involves a significant amount of administration to file the application and subsequently, close the file.



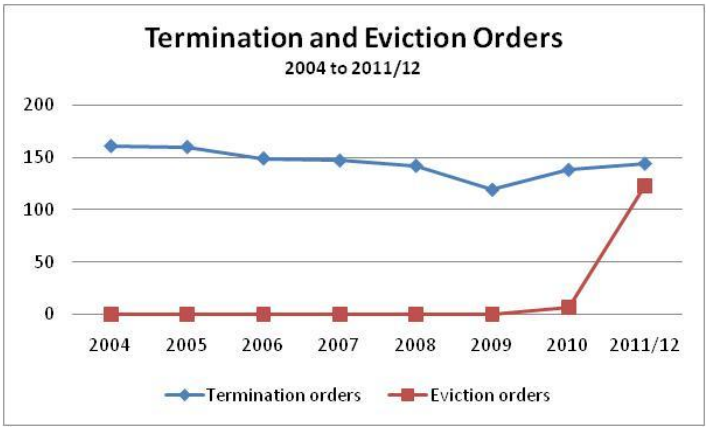
The majority of landlord applications involve the non-payment of rent. Many of these applications are undisputed by the tenant and result in an agreement between the landlord and tenant about how the arrears will be paid. In many cases of rent arrears, a rental officer is able to mediate an agreement between the parties concerning how the 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 because the tenant has not reported their income in accordance with the tenancy agreement. 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. A new and very much simplified rent scale to be implemented in 2012/13 should help reduce the time required to settle disputed rent assessments in public housing.

Since September 1, 2010 a rental officer has been able to issue eviction orders. The eviction order is valid for 6 months and may be filed with the Supreme Court to obtain a writ of possession which will authorize the Sheriff to evict the tenant. Section 63 of the Act permits a landlord to apply for both a termination and eviction order with a single application and landlords often apply for both to save time if the tenancy agreement is

terminated and the tenant fails to vacate. In many cases the termination and eviction orders are conditional and are rendered inoperative if the conditions in the order are met. In fiscal year 2011/12 there were 123 eviction orders issued representing 85% of the cases where a termination order was issued. The authority to issue eviction orders has significantly increased the workload of the rental office, particularly in the administration of the office.



It should be noted that the number of eviction orders issued does not represent the actual number of evictions that occurred. Since the writ of possession is issued by the Supreme Court and the actual eviction is undertaken by the Sheriff, we do not have access to this information. However, the number of conditional orders and the number of affidavits of service requested by landlords suggests that the number of actual evictions is quite small.

Compensation for repairs of damages to rental premises, remedies for disturbance and remedies for other obligations are also common. Other obligations can include any breach of an obligation contained in a tenancy agreement. Perhaps the most frequent breach in this category occurs in public housing when a tenant fails to report the household income.

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.

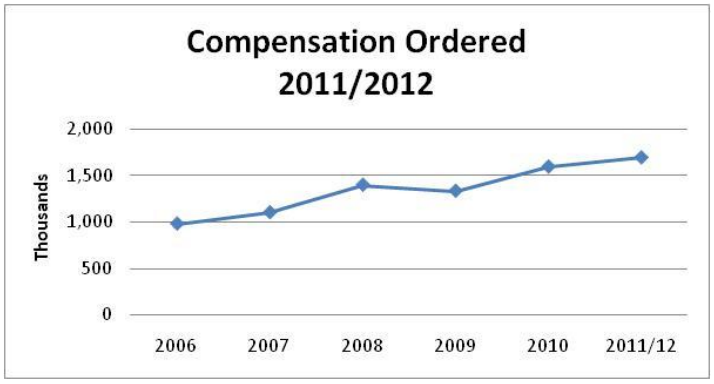
The most common remedy provided to tenants involves the return of security deposits. If a landlord retains all or part of a security deposit, they are obligated to issue a statement to the tenant itemizing the deductions. Only rent arrears and the costs to repair damages may be deducted. If a tenant 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*. The Act now contains a provision prohibiting the retention of a security deposit or a pet deposit for repair costs if the required check-in and check-out inspections are not completed.

Another common remedy provided to tenants involves repair and maintenance of 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.

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

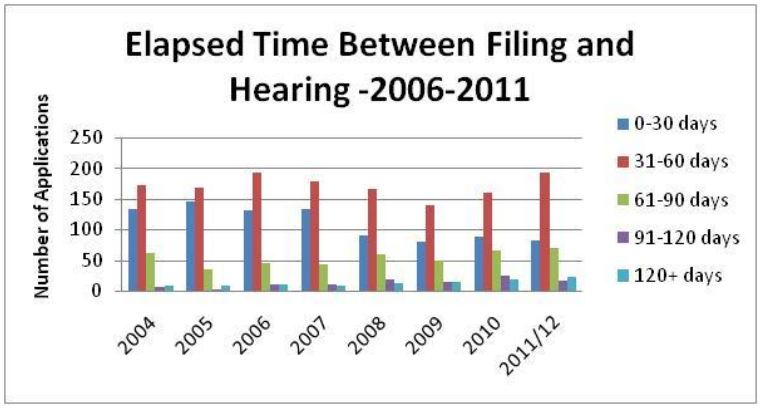
Applications from 24 communities were heard in 2011/12. Fifty-two percent of applications heard related to premises in the City of Yellowknife. Hearings are scheduled approximately every three weeks in Yellowknife and the docket is often filled to capacity. Hearings are scheduled in other communities 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-six percent of the hearings held outside of Yellowknife were conducted by telephone in 2011/12. The Rental Officer travelled to Behchoko, Deline, Fort McPherson, Fort Simpson, Hay River, Inuvik, and Ulukhaktok during the year to hear matters.



The total value of monetary relief ordered in 2011/12 was nearly $1.7 million due primarily to the increase of applications heard. The average relief granted increased by less than 1% compared to 2010. Monetary relief is most commonly awarded for rent arrears or when there has been damage to the 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 2004 through 2007 we heard 80% or more applications within 60 days of filing. That percentage has gradually declined. In 2010 the number of applications heard within 60 days had dropped to 70%. In 2011/12 the percentage of applications heard within 60 days increased to 72%.



Several factors have contributed to this increased time between filing and the hearing. As mentioned in previous annual reports, 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 2004-2007. It is probably time to begin considering the appointment of a second rental officer or a deputy rental officer and the enhancement of administrative support if the previous levels of service are desirable. Additional resources should be located in Yellowknife for maximum efficiency, since over 78% of the applications heard in 2011/12 originated 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. This provision deprived public housing tenants 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 for 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.

The 2008 amendments also introduced in section 50(4) an exception to the automatic renewal of public housing term tenancy agreements provided the term was made for 31 days or less. This exception should probably be noted in section 49(2). The argument for including this exception is that if a public housing provider wants to enter into a tenancy agreement with an applicant on a trial or probationary basis, they may make the term 31 days or less and simply not renew it. My concern with this provision is similar - public housing tenants should have the same right to be heard as other tenants. If the tenant fails to vacate the premises when his/her 31 day tenancy agreement expires, the public housing landlord still must seek an eviction order and the tenant could argue at a hearing that eviction is not justified. The utility to the landlord in these cases is lost. In my opinion, the provision is discriminatory and of limited utility to the public housing landlord and should be repealed.

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. 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 six 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 twelve 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.

Improved Application of Sublet Provisions

The high rent for apartments has created an environment where tenants often rent a spare bedroom to reduce their shelter expenses. In many cases the tenancy agreement is not amended and the "roommate", as they are commonly referred to, is not a joint tenant. The roommate pays rent to the tenant for the right to occupy the room, forming a tenancy agreement between the roommate and the tenant. This relationship should properly be considered a sublet where a tenant rents part of the premises for a term less than his own with a reversionary interest to himself.

The Act, however, only recognizes sublets where the landlord's written permission is obtained and a written subletting agreement is produced. This is rarely the case. The result is that most of these arrangements are not legally sublets because there is no written sublet agreement formed. The tenant is the landlord and the roommate is their tenant. Many of these agreements are not in writing, and if they are, are often made as periodic agreements. The roommate often considers, and not unrightfully so, that they enjoy security of tenure and that theirs is not unlike any other tenancy agreement.

The Act should reflect that these relationships are indeed sublets and notwithstanding the lack of any written sublet agreement, are deemed to be made for a term that does not exceed that of the tenant and that is not automatically renewable.

Statistics for the Fiscal Year
April 1, 2011 to March 31, 2012
including previous calendar
years for comparison

Applications to a Rental Officer – 2003 to FY 2011/12

	2003	2004	2005	2006	2007	2008	2009	2010	2011/12
Applications Filed	457	523	591	534	544	711	635	643	690
-By Landlords	409	481	551	489	502	667	576	599	641
-By Tenants	48	42	40	45	42	44	59	44	49
Applications Heard	296	383	362	390	374	346	299	356	382
-By Landlords	270	353	336	359	351	318	259	321	352
-By Tenants	26	30	26	31	23	28	40	35	30
Applications withdrawn	146	161	210	143	168	352	333	262	323
-By Applicant	108	117	172	126	155	315	269	238	293
-By Rental Officer	38	44	38	17	13	37	64	24	30

Hearings Held,
by Community and Manner
2011/12

Community	In Person	By Phone	Total
Behchoko	12	5	17
Deline	9	6	15
Enterprise		1	1
Ft. Liard		2	2
Ft. McPherson	4	2	6
Ft. Providence		12	12
Ft. Resolution		3	3
Ft. Simpson	9	1	10
Ft. Smith		12	12
Gameti		1	1
Hay River	7	20	27
Inuvik	14	21	35
Jean Marie River		1	1
Lutsel K'e		4	4
Norman Wells		7	7
Paulatuk		5	5
Trout Lake		1	1
Tuktoyaktuk		1	1
Tulita		4	4
Ulukhaktok	8	1	9
Wekweeti		1	1
Whati		7	7
Wrigley		2	2
Yellowknife	195	4	199
TOTAL	258	124	382

Remedies Provided to Landlords
April 1, 2011 to March 31, 2012

Remedy	Number of orders
Non-payment of rent (s.41)	495
Other obligations (s.45)	47
Disturbance (s.43)	34
Damage (s.42)	45
Eviction (s.63)	123
Illegal activities (s.46)	2
Loss of future rent (s.62)	6
Compensation/overholding (s.67 & 63)	26
Payment of Security Deposit (s.14)	2
Shared facilities – personal differences (s. 57)	2

Remedies Provided to Tenants
April 1, 2011 to March 31, 2012

Remedy	Number of orders
Security deposit	9
Repairs	6
Rent increase	1
Lock change	2
Pay rent to rental officer	1
Disturbance	2
Abandoned property	2

Terminations/Evictions Ordered *
2003- FY 2011/12

	2003	2004	2005	2006	2007	2008	2009	2010	FY 2011/12
Termination Requested by Tenant	0	3	2	2	1	3	4	2	3
Termination Requested by Landlord	115	158	158	147	146	139	115	136	144
Terminations as % of Applications Heard	39%	42%	44%	38%	39%	41%	40%	38%	38%
Evictions Ordered	-	-	-	-	-	-	-	7	123
Evictions as % of Applications Heard	-	-	-	-	-	-	-	2%**	32%

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

** Eviction authority came into force on September 1, 2010

Value of Compensation Ordered - 2006 – FY2011/12

	2006	2007	2008	2009	2010	FY 2011/12
Total Orders Granting Monetary Relief	327	319	286	251	292	308
Total Value of Orders Issued	$978,587	$1,102,170	$1,399,362	$1,334,456	$1,596,625	$1,695,226
Average Value	$2993	$3455	$4893	$5317	$5468	$5504

Elapsed Time Between Filing Date and Hearing Date Applications Heard During Period – 2004 to FY 2011/12

	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	%	FY 2011/ 12	%
0-30 days	80	27%	88	25%	82	21%
31-60 days	140	47%	159	45%	193	51%
61-90 days	50	17%	65	18%	69	18%
91-120 days	15	5%	25	7%	16	4%
120+ days	14	4%	19	5%	22	6%

Notes and References

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

[2] Prior to the amendments to the *Residential Tenancies Act* which came into effect in September, 2010 the Rental Office reported annually based on the calendar year. This was a contractual obligation of the Rental Officer, not a statutory one. With the amendments to the Act, the annual report became a statutory obligation and was to be based on the GNWT fiscal year. Therefore, our statistics and graphs compare the 2011/12 fiscal year with previous calendar years.