Annual Report on the Activities of the Rental Officer

April 1, 2023, to March 31, 2024

Submitted by:
Adelle Guigon
Chief Rental Officer
June 3, 2024

NWT RENTAL OFFICE
BUREAU DU RÉGISSEUR DES TNO

Rapport annuel des activités de la Régie du logement

Du 1er avril 2023 au 31 mars 2024

Soumis par:
Adelle Guigon,
régisseuse en chef,
le 03 juin 2024

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 ᑎᑎᖅᑲᐃᑦ ᐱᔪᒪᒍᕕᒋᑦ ᐃᓄᒃᑎᑐᓕᖅᓯᒪᓗᑎᒃ, ᐅᕙᑦᑎᓐᓄᑦ ᐅᖄᓚᔪᓐᓇᖅᑐᑎᑦ.
Inuktitut

Hapkua titiqqat pijumagupkit Inuinnaqtun, uvaptinnut hivajarlutit.
Inuinnaqtun

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

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Executive Summary

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.

Sommaire

Le Rapport annuel sur les activités du régisseur est préparé conformément au paragraphe 74.3(1) de la Loi sur la location des locaux d'habitation. La Régie du logement sert les Territoires du Nord-Ouest en fournissant des services d'information et de résolution de différends aux locateurs et aux locataires de locaux d'habitation, conformément à la Loi sur la location des locaux d'habitation et au Règlement sur la location des locaux d'habitation.

Services d'information

La Régie du logement est une ressource pratique et accessible offrant aux locateurs et aux locataires des renseignements sur leurs droits et obligations. Bon nombre de différends sont résolus lorsque les deux parties sont clairement informées de leurs droits et responsabilités respectives.

La Régie du logement a un numéro de téléphone sans frais pour tout le Canada. Elle fournit de la documentation écrite à l'intention de la population, notamment des livrets et des fiches de renseignements accessibles qui résument les principaux aspects de la Loi sur la location des locaux d'habitation. Elle offre également des formulaires standard en version papier et en version électronique sur son site Web, lequel est tenu à jour par le ministère de la Justice et contient, entre autres choses, des liens vers les textes de loi et une base de données interrogeable sur les décisions du régisseur.

Le régisseur peut, sur demande, faire des présentations ou participer à des forums réunissant des locataires, des gestionnaires d'immeubles et d'autres parties concernées par les questions de location. Ces services sont offerts gratuitement, car les locateurs et locataires qui sont bien informés ont plus tendance à respecter les droits et obligations de chacun et sont moins susceptibles d'entrer en conflit.

Règlement des différents

La Loi sur la location des locaux d'habitation impose expressément au régisseur d'encourager les locateurs et locataires à tenter de résoudre eux-mêmes leurs différends. L'offre d'information sur les droits et obligations de chacun est une première étape pour l'atteinte de cet objectif.

La Régie du logement ne peut conseiller directement les locateurs et locataires sur la façon de régler leurs différends. On suggère aux parties d'obtenir un avis juridique si elles demeurent incertaines quant à la façon de procéder, notamment en ce qui concerne la pertinence de présenter une demande au régisseur. C'est pourquoi la Régie transmet souvent les coordonnées du service communautaire d'aide juridique.

Si les parties sont incapables de s'entendre, elles peuvent présenter une demande au régisseur, afin qu'il tienne audience et résolve le différend. La plupart du temps, une demande est nécessaire pour obtenir ce service.

La demande est rejetée si les motifs de la demande sont futiles, frivoles ou vexatoires ou que la demande est faite de mauvaise foi. Le régisseur refusera également toute demande présentée plus de six mois après que la situation a eu lieu, à moins qu'il ne soit convaincu qu'il ne serait pas injuste pour l'une ou l'autre des parties de prolonger le délai de présentation de la demande. Autrement, le régisseur planifie une audience pour tous les dossiers.

Si les parties règlent leur différend avant que le régisseur ait pris une décision, le demandeur peut retirer sa demande. Dans la plupart des cas, l'audience se tient comme prévu, soit parce que les parties ne parviennent pas à s'entendre, soit parce que l'une des parties veut une décision exécutoire en cas de non-respect de l'entente par l'autre partie. Les deux parties présentent alors leur dossier et leur témoignage, après quoi le régisseur rend une décision. Il publie ensuite une ordonnance écrite qui en précise les motifs.

Les ordonnances du régisseur lient les parties et peuvent être rendues exécutoires par leur dépôt au greffe de la Cour suprême des Territoires du Nord-Ouest; elles sont alors considérées comme des ordonnances prononcées par ce tribunal.

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. Ms. Guigon has stepped down from the Chief Rental Officer position as of April 30, 2024, and will continue for a period of time as a part-time Rental Officer. Jerry Vanhantsaeme began his tenure as the new Chief Rental Officer on April 29, 2024. Hal Logsdon returned as a part-time Rental Officer in January 2018 and has stepped away from the position as of March 31, 2024. Janice Laycock began as a part-time Rental Officer in January 2019 and continues in the position to date.

Julie Hodge has been in the Rental Office Administrator position since March 1, 2022. She brought to the position valuable paralegal experience and has continued to provide exceptional service to the Rental Office. Her professionalism and work ethic, and her understanding of the legislation and procedures, have been positively noted by stakeholders and the Rental Officers. We look forward to continuing this productive working relationship with Ms. Hodge.

Amanda Karl temporarily joined the Rental Office in October 2023 as Rental Office Administrator. She has provided exceptional administrative support during Ms. Hodge's absence, demonstrating an aptitude for understanding legal processes and justice issues related to the Rental Office.

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, the implementation of and support for electronic storage of materials have relieved some storage 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 and discussed to re-design and re-organize the administrative area to provide for two work stations in an open concept for an ergonomically appropriate workspace. It is further anticipated that a third office for another Rental Officer may be required.

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 have historically been 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 in-person hearings were replaced with telephone hearings during the pandemic, with the lifting of restrictions in April 2022 the Rental Office has again begun scheduling the occasional in-person docket days where sufficient numbers of applications have been made at the same time to warrant it.

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.

The re-introduction of in-person hearings in Yellowknife brings the issue of a dedicated hearing room back to the forefront. Although not an immediate priority, the requested Rental Office renovations are included in the department's five-year capital plan.

Policies and Procedures

The number of applications filed in the 2023-2024 fiscal year has decreased by 23.1 percent from the 2022-2023 fiscal year. I believe this reduction is a direct result of the environmental impacts experienced in the Northwest Territories in 2023 resulting in multiple community evacuations. The percentage of orders issued regarding complex issues, which require more time spent on hearings and producing written reasons for decision, increased slightly to 15.3 percent from 14.2 percent last fiscal year. The overall number of hearings held decreased by 38 percent from the 2022-2023 fiscal year, which I believe is a cumulative effect of the reduced number of applications filed combined with the postponement of hearings resulting from the wildfire evacuation during August and September 2023.

The wait times between the date an application is filed and the date it is heard had improved compared to previous years until the wildfire evacuations in August and September 2023. Afterwards the wait times increased back to previous levels, but overall the wait times have balanced out to within eight weeks. These wait times cannot be further improved given the responsibility to ensure the Respondent has a fair amount of time to prepare a defense to the allegations prior to the scheduled hearing date and the legislated timelines for service of documents.

For further reference with respect to wait times, 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. However, even expedited hearings cannot be immediate due to the necessary service timelines to ensure fair process for all parties to the application, and will also be dependent on the availability of a Rental Officer to hear the matter.

The Office Administrator's workload remained reasonably balanced. Some procedures were further revamped after Ms. Hodge joined our team, providing additional streamlining. The introduction in February 2023 of the option to submit applications electronically continues to be well received and there has been increased usage of this option this fiscal year. Further administrative changes are planned for but continue to be stalled pending technological upgrades being pursued by the Department which are expected to be adapted for Rental Office use. While it may take somewhat longer than the originally anticipated two years, I remain optimistic for the upgrades.

Résumé de l'exercice

Dotation en personnel

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. Mme Guigon a résigné ses fonctions de régisseuse en chef le 30 avril 2024 et continuera de travailler à titre de régisseuse à temps partiel pendant un certain temps. Jerry Vanhantsaemea intégré les fonctions de régisseur en chef le 29 avril 2024. Hal Logsdon avait repris son poste de régisseur à temps partiel en janvier 2018, mais a résigné ses fonctions le 31 mars 2024. Janice Laycock a intégré ses fonctions de régisseuse à temps partiel en janvier 2019 et continue d'occuper ce poste à ce jour.

Julie Hodge occupe le poste d'administratrice de la Régie du logement depuis le 1er mars 2022. Forte d'une précieuse expérience dans le domaine juridique, elle continue à fournir un service exceptionnel. Son professionnalisme et son éthique de travail, ainsi que sa compréhension des lois, des règlements et des procédures, ne sont pas passés inaperçus auprès des parties prenantes et des régisseurs. Nous nous réjouissons de poursuivre cette relation de travail productive avec elle.

En octobre 2023, Amanda Karl s'est jointe à l'équipe de la Régie du logement en tant qu'administratrice. Elle a fourni un soutien administratif exceptionnel en l'absence de Mme Hodge, faisant preuve d'une grande aptitude à saisir les processus et les enjeux juridiques relatifs à la Régie du logement.

Adresse du bureau

La Régie du logement se situe au troisième étage de l'immeuble 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, la mise en place d'un système de stockage numérique des documents et l'aide fournie à cet égard nous ont permis 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 et examinée pour réaménager et réorganiser l'espace afin d'accueillir deux postes de travailsupplémentaires selon un concept ouvert afin d'obtenir un espace de travail ergonomique. Par ailleurs, un troisième bureau pour un autre régisseur sera sans doute nécessaire.

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. Bien que les audiences en personne aient été remplacées par des audiences par téléphone pendant la pandémie, nous avons repris les rencontres en personne en avril 2022, à la suite de la levée des restrictions, quand suffisamment de demandes ont été déposées en même temps pour le permettre.

S'il n'en coûte rien à la Régie du logement d'utiliser les salles du GTNO, les déplacements de la régisseuse pour se rendre aux audiences dans Yellowknife sont chronophages et peu pratiques. Les pertes de temps occasionnées par les déplacements 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 notre productivité: 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.

La reprise des audiences en personne à Yellowknife remet la question d'une salle d'audience dédiée sur le devant de la scène. Bien qu'il ne s'agisse pas d'une priorité immédiate, la rénovation des locaux est incluse dans le plan d'immobilisations quinquennal du ministère.

Politiques et procédures

Le nombre de demandes déposées au cours de l'exercice 2022-2023 a augmenté de 23,1% par rapport à l'exercice 2021-2022. À mon avis, cette réduction peut être directement attribuée aux effets environnementaux subis par les Territoires du Nord-Ouest en 2023 et qui ont entraîné l'évacuation de nombreuses collectivités. Le pourcentage d'ordonnances rendues sur des questions complexes, nécessitant plus de temps pour les audiences et la production de motifs de décision écrits, a légèrement augmenté, passant de 14,2 % lors de l'exercice financier précédent à 15,3 % au cours de cet exercice. Le nombre total d'audiences tenues a baissé de 38 % par rapport à l'exercice financier 2022-2023. Cette baisse me semble refléter les effets cumulatifs du nombre réduit de demandes déposées combiné au report des audiences en raison de l'évacuation due aux feux de forêt d'août et de septembre 2023.

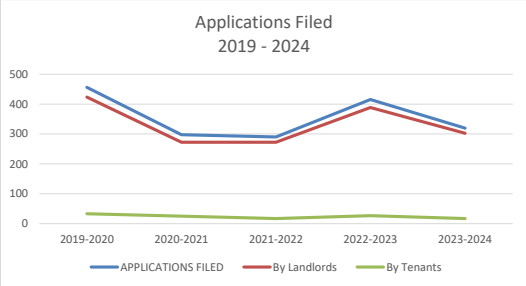
Lorsqu'on les compare avec ceux des années précédentes, les temps d'attente entre la date de dépôt d'une demande et la date d'audience s'étaient améliorés, du moins jusqu'aux évacuations dues aux feux de forêt d'août et de septembre 2023. Par la suite, ces temps d'attente ont augmenté pour revenir au même niveau qu'avant. Cela dit, les temps d'attente se sont équilibrés pour se situer dans les huit semaines. Ces temps d'attente ne peuvent pas être améliorés davantage étant donné qu'il faut s'assurer que l'intimé dispose d'un délai raisonnable pour préparer une défense et répondre aux allégations avant la date d'audience prévue et compte tenu des délais prévus par la loi pour la signification des documents.

En ce qui concerne les temps d'attente, la Régie a mis en place une politique de dates d'audience accélérées qui permet d'entendre une demande peu de temps après son dépôt. Les demandes écrites de dates d'audience accélérées ne seront prises en considération qu'en cas de problèmes de sécurité immédiats ou urgents et de risque substantiel et évident de préjudice pour le propriétaire, le locataire, les autres locataires de l'immeuble résidentiel ou le bien immobilier. Cependant, même les audiences accélérées ne peuvent pas être immédiates en raison des délais de service nécessaires pour assurer une procédure équitable pour toutes les parties à la demande; par ailleurs, un régisseur doit être disponible pour entendre l'affaire.

La charge de travail de l'administratrice du bureau reste raisonnablement équilibrée. Afin d'augmenter leur efficacité, certaines procédures ont été revues après l'arrivée de Julie Hodge au sein de notre équipe. Proposée depuis février 2023, l'option de soumettre les demandes par voie électronique continue d'être très bien accueillie, à tel point que les demandeurs y ont fait davantage appel au cours de l'exercice financier. D'autres changements administratifs sont prévus, mais demeurent en attente de mises à jour technologiques qui seront effectuées par le ministère et qui devraient être adaptées aux procédures de la Régie. Bien que nous risquions de dépasser les deux ans initialement prévus, je reste optimiste quant à cette mise à niveau.

Statistics

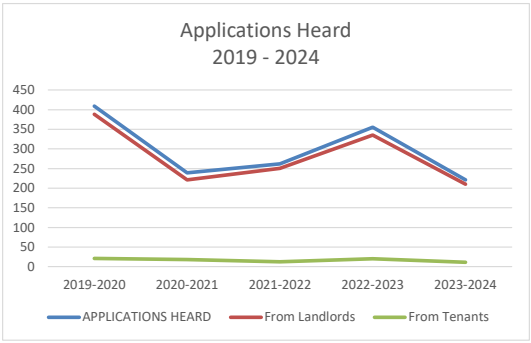
As will be seen in the statistics to follow, the total number of applications filed in the 2023-2024 fiscal year decreased compared to the 2022-2023 fiscal year. Again, these numbers reflect the environmental impacts felt by the majority of the territory last summer between May and October.



The total number of applications filed in the 2023-2024 fiscal year represents a 23.1 percent decrease. Of the 319 applications filed in the 2023-2024 fiscal year, 74 percent of them were regarding subsidized public housing tenancies. Landlords filed 94.7 percent of the applications and tenants filed 5.3 percent, which is consistent with the last fiscal year.

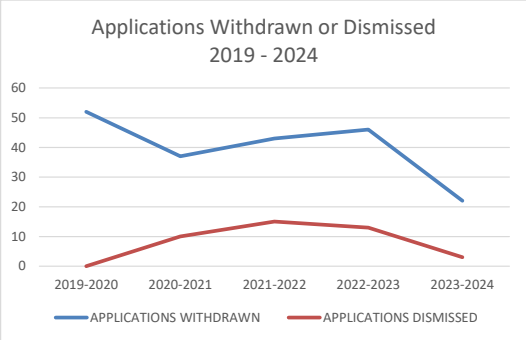
Applications Heard

The number of applications that were heard in the 2023-2024 fiscal year decreased by 38 percent compared to the 2022-2023 fiscal year. This significant decrease is primarily reflective of the decreased number of applications filed, but is also contributed to by the postponed hearings resulting from the multiple evacuations. The rescheduling of those postponed hearings and reduced availability of Rental Officers had a cascade effect on the delayed hearings dates.



It also 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 221 files were heard in the 2023-2024 fiscal year, 29.9 percent of them had been scheduled for more than one hearing date, and 34.8 percent of those were filed in the 2022-2023 fiscal year.

Applications Withdrawn or Dismissed



Applications withdrawn by the applicant decreased by 52.2 percent in the 2023-2024 fiscal year over the 2022-2023 fiscal year. Applications dismissed by the Rental Officer decreased over the same period by 76.9 percent.

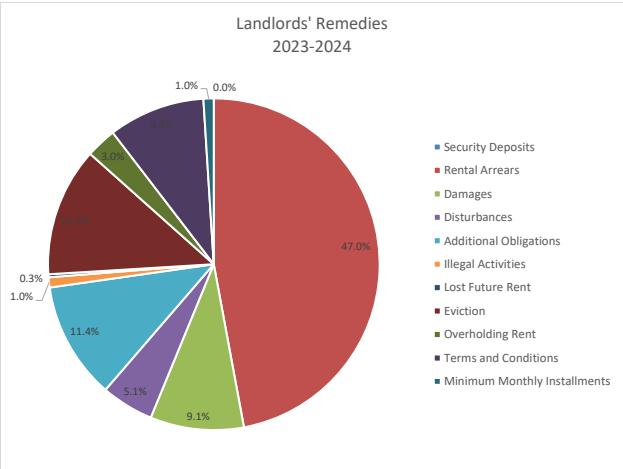
Applications are usually withdrawn by the applicant when the dispute has been resolved by the parties prior to the hearing being held. Applications are usually dismissed by the Rental Officer when the applicant fails to serve the filed application on the respondent, the applicant fails to appear at a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

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 continued to be undisputed or undefended by the tenants.

Although most of the claims for damages and disturbances are undisputed by tenants, the previously identified trend of tenants disputing these claims continues. These applications are treated as complex from the outset and more time is set aside to hear and consider those matters.

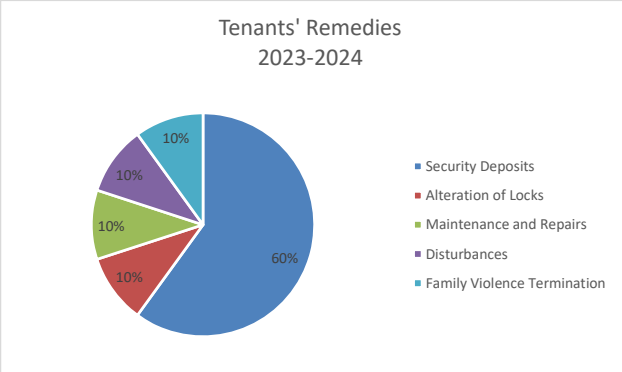
The landlords' success rate compared to last fiscal year in obtaining orders regarding rental arrears decreased substantially by 41.8 percent; however, this is consistent with the return to the numbers seen two years ago in the 2021-2022 fiscal year. The landlords' success rate in obtaining orders regarding additional obligations increased by 1.3 percent, but orders regarding damages and disturbances decreased by 25.6 percent and 44.6 percent, respectively. It is worth noting that many applications continue to be made in relation to multiple breaches.



Additional obligations include 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.

There were no applications made to terminate tenancies for: the landlord's or purchaser's use as a residence for themselves or their immediate family members; demolition of the rental premises; change of use to something other than a rental premises; or extensive repairs or renovations to the rental premises.

Remedies Provided to Tenants

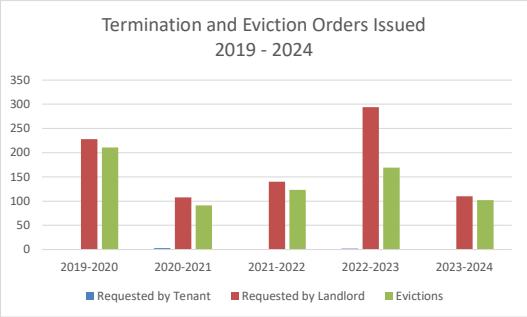


Tenant applications remain primarily about security deposits, of which this year 6 were successful. There was only one successful tenant application each for: lack of maintenance or repairs to the rental premises, alteration of locks, and disturbances. There was one successful application to terminate the tenancy due to family violence.

I would note that while the Rental Office continues to 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 resolved the disputes themselves. I expect the notable reduction in such applications this fiscal year may be due to the evacuations and related consequences taking priority for tenants.

Termination and Eviction Orders

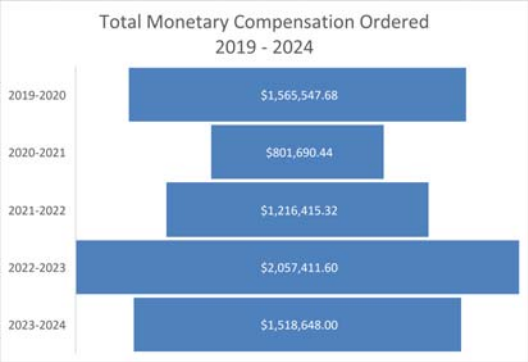
In 2023-2024, the number of orders issued terminating a tenancy agreement at the request of the landlord decreased by 62.6 percent over the last fiscal year, representing 50.2 percent of all applications heard. The number of eviction orders issued also decreased by 39.6 percent, representing 46.2 percent 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 eviction orders were issued in conjunction with termination orders, and 58.8 percent of those were conditional termination and eviction orders.

Monetary Compensation Ordered



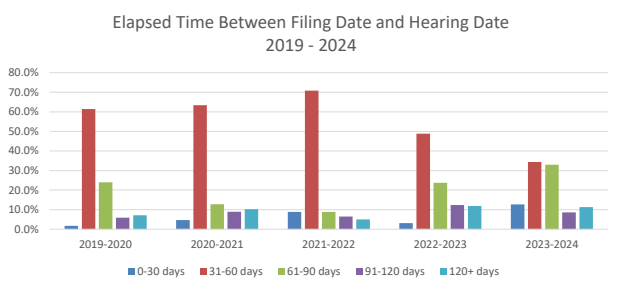
In the 2023-2024 fiscal year, 197 orders granted monetary compensation representing 89 percent of all orders issued; despite the reduction in number of applications filed, these figures represent an increase in the number of orders issued that are granting monetary compensation. The average value of monetary compensation ordered also increased to $7,708, representing an increase of 11.7 percent from the previous fiscal year.

Although we do not keep a breakdown of the monetary values ordered by reason, the majority of the compensation ordered continues to primarily consist of rental arrears with, costs of repairs remaining a distant second.

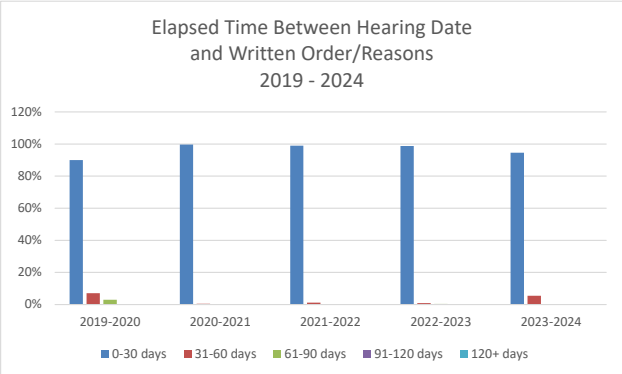
Elapsed Time

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 matter is scheduled for a hearing and the applicant must serve a copy of the filed application and notice of attendance on the respondent. The application package must be received by the respondent at least five business days before the hearing date, or as otherwise specified by the Rental Officer, and the applicant must provide proof of service of the application package to the Rental Office no later than five business days before the scheduled hearing date. If this minimum requirement is not met, the hearing will be rescheduled to a later date to ensure the respondent is served with sufficient time to prepare an answer to the claims in the application.

In the 2023-2024 fiscal year, 47.1 percent of hearings were held within 60 days of the application being filed in the Rental Office. This is a decrease of 4.9 percent from the 2022-2023 fiscal year. This difference can be found in the number of hearings held greater than 60 days from the day the application was filed, which was 52.9 percent in 2023-2024 compared to 48 percent in 2022-2023.



Of the hearings held greater than 60 days from the day the application was made, some are explained by applications that were not served on the Respondent within the required timelines, and many are explained by postponements resulting from the evacuations as well as other various reasons. Of all the files that were heard in the 2023-2024 fiscal year 19.9 percent of them are applications that were filed in the 2022-2023 fiscal year.



The issuance of written reasons for decision is discretionary on the presiding Rental Officer where those reasons for decision have been rendered on the oral record. This discretion has improved the average turn-around time for issuing written orders, however, written reasons are always issued for complex matters and those reasons usually take longer to write.

This fiscal year 100 percent of all written orders and reasons for decision were written within 60 days of the hearing date, with 94.6 percent being written within 30 days. On average, all written orders and reasons for decision were produced within 4 days of the date of decision. Fifty-three decisions were reserved, with all except one requiring less than 31 days to write. 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 by written submission were introduced in April 2019 specifically for applications made under sections 58 and 59 of the Act. The Rental Office is also contemplating introducing written submission hearings for other straightforward applications made specifically and only regarding rental arrears, and we have successfully experimented with this method on one application. Full implementation of this option is pending further consideration by the Rental Office of the potential impacts on all parties as well as on the operations of the Rental Office.

Hearings in Yellowknife and Behchoko were usually held in person when a sufficient number of applications were filed by the same applicant at the same time. In-person hearings in other communities were also only held when a significant number of applications were made at the same time. Since the pandemic, in-person hearings are now only considered where at least 10 applications are received at the same time for the same community, including Yellowknife, or when they're specifically requested by a party for accessibility to justice reasons, and then only if a suitable venue is available. As a result, in-person hearings are less-frequently scheduled since the pandemic.

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. Teleconference hearings have not been scheduled since before the pandemic.

Three-way teleconference hearings are scheduled for the hearing of single applications. This method could be used either because the parties reside in different communities, because there is only one application to be heard in the community, or because a party has left the jurisdiction. Since the beginning of the pandemic, three-way teleconference hearings have evolved to be the default method of holding all hearings.

In the 2023-2024 fiscal year there were 207 hearings held by three-way teleconference, 13 held in-person, and one heard by written submission.

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 15 inventories of abandoned personal property reported to the Rental Officer in the 2023-2024 fiscal year, and 13 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 personal property believes the landlord has wrongfully sold, disposed of, or otherwise dealt with any of their 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 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. When 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 continued 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 had put some thought towards this request given that it has been made in previous annual reports, and I am aware that it would likely require a more complex legislative change than 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 of Tenancy

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 their 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 require a 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.

Usually the Rental Office does not receive many applications under sections 58 and 59. 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 an option, usually due to the parties being unable to agree to the aforementioned mutually agreeable termination 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 if they can't come to an agreement. However, the Rental Office has been receiving more inquiries 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 currently provided for under subsections 58(2) and 59(2), or the landlord and tenant could still exercise their option under section 50 to agree in writing to a termination date. 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 tenancies. 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 turn 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 subsidized public housing landlord will have to file an application to a rental officer seeking an eviction order. Subsection 63(5) of the Act provides for the reinstatement of the tenancy where the Rental Officer denies an application for eviction as unjustified specific to when the tenancy was terminated under subsections 51(3) or 51(5), which allows for the Rental Officer to consider the reasons why the landlord terminated the tenancy. Tenancies terminated under subsection 51(4) are not included under subsection 63(5), which means there is no real avenue to consider why the tenancy was not renewed.

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 Improper Termination

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' advance written notice to terminate a fixed-term tenancy on the last day of the fixed-term or at least 90 days' advance 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' advance 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”. I believe doing this would require the landlord who wants to recover the costs of utilities from the tenant to either charge an amount of rent that already accounts for those costs or to prepare a written tenancy agreement that includes the additional obligation that the tenant is independently responsible for the named utilities.

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 of those subsections. 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 request consideration be given to amending the Act to include remedies for breaches under sections 3 and 35.

Section 91 Summary Offences

Paragraph 91(1)(a) of the Act recognizes the contravention of sections 14, 14.1, 14.2, 17, 18, 33, 42, 47, and 54.1 as summary offences punishable by a fine upon conviction. Sections 14, 14.1, 14.2, 17, and 18 deal with security deposits and pet security deposits. Section 33 deals with providing vital services. Section 42 deals with damages to the rental premises caused by the tenant. Section 47 deals with rent increases. Section 54.1 deals with terminating tenancies due to family violence.

The sections regarding security deposits, vital services, damages, and rent increases all include remedies by application to a rental officer. However, these considerations are specific to individual tenancies and do not address repeated breaches over multiple tenancies. I am less concerned in this regard for the offences respecting damages caused by tenants than I am about the other three offences committed by landlords.

Paragraph 91(1)(a) is the only option which could be considered to punish a landlord who repeatedly and purposely continues to improperly retain the security deposits, interferes with the provision of vital services, or improperly increases rents. Unfortunately, pursuing charges of this nature are unusually difficult to apply, are 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.

My predecessor has recommended, and I continue to concur, that establishing within the Act the ability to issue summary offence tickets with minimum voluntary fines for specified violations, such as those I have referenced above, 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.

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

A Rental Officer decision made in November 2019 which found a local transitional housing tenancy agreement was not exempt from the Act was overturned in November 2020 by the Supreme Court of the Northwest Territories on appeal as the Rental Officer's finding relied on too narrow an interpretation of the exemptions provided for under subparagraphs 6(2)(d) and 6(2)(e) of the Act.

I respect and appreciate the guidance the Supreme Court's findings provide. However, I remain of the opinion that a definition of transitional housing in the Act, along with a specific exemption, would provide clarity for all parties. I also continue to believe 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 programs. I would recommend consideration of either of these options for amendment to the Act.

Section 16 Security Deposit Interest Rate

Prior to September 2010, the *Residential Tenancies Act* specified at section 16 that the Landlord was to credit annual interest to the tenant on the security deposit "at a rate equal to the bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the periodic publication entitled the *Bank of Canada Review*". Between 1988 and 2009, that interest rate had fluctuated between it's lowest rate of 2.10 percent and it's highest rate of 11.83 percent. It's rate for January 1st to August 31st in 2010 dropped down to 0.36 percent.

In September 2010, the amended *Residential Tenancies Act* took effect and the security deposit interest rate was then defined at section 16 to be calculated "at a rate determined in accordance with the regulations". Prior to this date there were no regulations made under the *Residential Tenancies Act*. The newly created *Residential Tenancies Regulations* which took effect on September 1, 2010, specified at section 2:

> 2. For the purposes of subsection 16(1) of the Act, a landlord shall calculate simple interest on a security deposit or pet security deposit at a rate that is equal to the Chartered Bank Administered Interest Rate for Non-Chequable Savings Deposits established by the Bank of Canada, in effect on January 1 in the year that the interest is credited.

Consequently, on September 1, 2010, the new interest rate dropped to 0.05 percent, and then on January 1, 2021, it dropped further to 0.01 percent, where it remains currently.

Section 17 of the *Residential Tenancies Act* sets out the manner and limitations that Landlords are required to hold the security deposits under:

> 17. (1) A landlord shall keep all security deposits, pet security deposits and interest separate and apart from money belonging to the landlord.
>
> (2) A landlord shall hold all security deposits, pet security deposits and interest in trust.

(3) A landlord shall
  (a) only invest security deposits, pet security deposits and interest as directed by the *Trustee Act*; or
  (b) deposit all security deposits and pet security deposits in a trust account in a bank within the Northwest Territories.

Recently, and understandably, we have been hearing complaints from tenants regarding the extremely low interest rate set for security deposits. These complaints have been made with the observation or belief that landlords may in fact be earning more interest on their security deposits through their investments than the landlord is required to return to the tenant at the end of the tenancy.

Given that section 2 of the *Residential Tenancies Regulations* has not been reconsidered since its inception, it may be prudent for the Department to re-evaluate the means by which the security deposit interest rate is assessed each year to ensure that the tenants receive a fair return on their deposit.

Section 86(1) Filing of Eviction Orders

Section 86(1) of the Act provides for the filing of rental officer orders at the Supreme Court Registry for enforcement of the orders. However, it limits when the orders can be filed to after the appeal period has expired without an appeal being filed.

Section 87(1) of the Act provides for a landlord or tenant affected by an order to file an originating notice of appeal at the Supreme Court Registry within 14 days after being served with the order.

The 14-day appeal period is reasonable to my mind. However, the limitation to filing the order to after the 14-day appeal period before being able to have it enforced can be problematic where eviction orders are concerned. When a rental officer makes a finding that an eviction order is justified it is not made lightly, particularly when the ordered eviction date is within days of the hearing date. It can be unfair to the landlord, and often to neighbouring tenants, to render the eviction order effectively unenforceable pending the appeal period expiration, particularly given eviction orders with a short turn-around time are usually issued for quite serious and disruptive reasons.

If the eviction order cannot be filed with the Clerk of the Supreme Court for at least 14 days after the order has been served on the tenant then it cannot be enforced until more than 14 days after the ordered eviction date, despite the order being binding upon issuance as provided for under section 85 of the Act. It seems to me that eviction orders should be

immediately enforceable as of the eviction date ordered regardless of the appeal period. Should the tenant's appeal of the eviction order be successful resulting in the eviction order being overturned, then the presiding Supreme Court Justice could consider appropriate compensation to the tenant consistent with the provisions of the Act.

I recommend amending section 86(1) to allow for eviction orders to be filed for enforcement with the Clerk of the Supreme Court within the 14-day appeal period.

Adelle Guigon
Chief Rental Officer

Appendix A

Statistics for the 2023 - 2024 Fiscal Year

APPLICATIONS FILED					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total	456	297	290	415	319
By Landlords	423	272	272	388	302
By Tenants	33	25	17	27	17

APPLICATIONS HEARD					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total	408	239	262	355	221
From Landlords	387	221	250	335	210
From Tenants	21	18	12	20	11

APPLICATIONS WITHDRAWN OR DISMISSED					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total	64	47	58	59	25
By Applicants	52	37	43	46	22
By Rental Officer	12	10	15	13	3

TERMINATION AND EVICTION ORDERS					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Termination Orders Requested by Tenant	0	3	1	2	1
Termination Orders Requested by Landlord	228	108	140	294	110
Termination Orders as Percentage of Applications Heard	55.9%	46.4%	53.8%	83.4%	50.2%
Evictions Ordered	211	91	95	169	102
Eviction Orders as Percentage of Applications Heard	51.7%	38.1%	36.3%	47.6%	46.2%

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

REMEDIES PROVIDED TO TENANTS	
Security Deposits	6
Alteration of Locks	1
Landlord Maintenance and Repairs	1
Landlord Disturbances	1
Family Violence Terminations	1

REMEDIES PROVIDED TO LANDLORDS	
Alteration of Locks	1
Rental Arrears	330
Damages	64
Disturbances	36
Additional Obligations	80
Illegal Activities	7
Lost Future Rent	2
Evictions	88
Overholding Rent	21
Terms and Conditions	66
Minimum Monthly Installments	7

*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

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Orders Granting Monetary Compensation	347	191	205	298	197
Total Value of Orders Issued	$1,565,547	$801,690	$1,216,415	$2,057,411	$1,518,648
Average Value	$4,511	$4,197	$5,933	$6,904	$7,708

ELAPSED TIME BETWEEN FILING AND HEARING

	2019-2020	%	2020-2021	%	2021-2022	%	2022-2023	%	2023-2024	%
0-30 days	7	2%	11	5%	23	9%	11	3%	28	12.7%
31-60 days	251	61%	149	63%	185	71%	173	49%	76	34.4%
61-90 days	98	24%	30	13%	23	9%	84	24%	73	33%
91-120 days	24	6%	21	9%	17	6%	44	12%	19	8.6%
120+ days	29	7%	24	10%	13	5%	42	12%	25	11.3%

ELAPSED TIME BETWEEN HEARING AND WRITING ORDER

	2019-2020	%	2020-2021	%	2021-2022	%	2022-2023	%	2023-2024	%
0-30 days	369	90%	234	99.6%	258	99%	350	98.9%	209	94.6%
31-60 days	30	7%	1	0.4%	3	1%	3	0.8%	12	5.4%
61-90 days	10	3%	0	0%	0	0%	1	0.3%	0	0%
91-120 days	0	0%	0	0%	0	0%	0	0%	0	0%
120+ days	0	0%	0	0%	0	0%	0	0%	0	0%