

Rental Security During COVID-19

In the Northwest Territories the relationship between landlords and tenants is governed by the *Residential Tenancies Act* (the Act). It lays out the roles and responsibilities for landlords and tenants, as well as the process for resolving disputes. The Act requires that tenants pay their rent in full and on time as laid out in their tenancy agreement. Normally, if a tenant fails to pay their rent repeatedly, their landlord may apply to the Rental Office to terminate the tenancy and seek an eviction.

Given the unprecedented state we find ourselves in as a consequence of the global pandemic, many residents may find themselves in a situation where they are unable to pay their rent in full and on time.

What happens if I can't pay my rent due to COVID-19?

The GNWT has implemented a temporary regulation under the *Residential Tenancies Act* that will address situations where someone cannot pay rent because they lost their job, or have experienced a significant reduction in their income due to COVID-19. If you are in this situation, you must explain your circumstances to your landlord in writing.

What do I have to show my landlord?

Your written notice to your landlord must explain why you are unable to pay your rent and how you are trying to find money for rent. If any of the information you provide in your written notice changes, you must tell your landlord immediately.

After I have provided this information, can a landlord evict me?

After you have provided this written notice to your landlord, they cannot apply to terminate your tenancy due to your inability to pay rent. There are a number of circumstances when a landlord can normally give notice or apply to terminate a tenancy, including:

- A rental property is the landlord's only residence in the Northwest Territories
- A tenancy agreement is for subsidized public housing
- A landlord requires possession of the rental premises for use as their own residence, or their immediate family
- A landlord has entered into an agreement of sale
- A landlord requires the property for demolition of the residence, extensive renovations, or if they are repurposing the property and will no longer be renting it
- A student or staff member was provided housing by an educational institution but no longer meets the requirements to qualify for that housing

- A landlord and a tenant share a bathroom or kitchen facility and have had personal differences that make continuing the tenancy unfair to either of them.

After you have provided your written notice, your landlord will not be able to terminate your tenancy for any of these reasons either. If a landlord has already given notice and started the process to terminate a tenancy based on one of these reasons, and a tenant submits written notice that they are unable to pay their rent due to COVID-19, the process will be paused until this regulation is repealed (discontinued).

What if a landlord doesn't believe the information provided to them in a written notice?

A landlord can request evidence that would show the information provided by the tenant is accurate. If the landlord is still not satisfied they may make an application to the rental officer to decide if the information provided is sufficient.

Under what circumstances can a landlord terminate a tenancy?

A landlord will still be able to terminate a tenancy if they provide 10-days written notice when:

- A tenant has repeatedly and unreasonably disturbed the landlord's or other tenants use of the rental property
- A tenant has caused damage to the rental property and not followed an order to address it
- A tenant has not followed an order to address an obligation in a tenancy agreement
- The tenancy agreement has been frustrated (cannot be carried out)
- The safety of the landlord or other tenants has been seriously impaired by the tenant

It should be noted that nothing in the temporary regulation prevents a landlord and tenant from agreeing to end a tenancy, and it does not affect the right of a tenant to apply to terminate a tenancy due to family violence.

When will I have to pay rent?

You will need to pay your rent as soon as you are able to. The temporary regulation will allow some tenants to defer their rent, but they will still have to pay it after the regulation is repealed. The protections for tenants that the temporary regulation offers will end when the regulation is repealed, and it is important that tenants make plans for paying the rental arrears after the emergency is over. There is uncertainty around how long the impacts of COVID-19 will require this protection to be in place, but the situation is being closely monitored, and any further changes and the eventual repeal of these protections will be publicly communicated.