

IN THE MATTER between **NTHC**, Applicant, and **E.R.**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988,
Chapter R-5 (the "Act");

AND IN THE MATTER of a hearing before **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

E.R.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 7, 2016
<u>Place of the Hearing:</u>	Gameti, Northwest Territories
<u>Appearances at Hearing:</u>	D.A., representing the applicant
<u>Date of Decision:</u>	July 7, 2016

REASONS FOR DECISION

An application to a rental officer made by GHA as the applicant/landlord against E.R. as the respondent/tenant was filed by the Rental Office May 11, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 20, 2016.

The applicant alleged the respondent had been repeatedly late paying his rent, had repeatedly failed to comply with his obligation to pay his utility bills, and had repeatedly failed to comply with his obligation to notify the landlord of extended absences from the rental premises. An order was sought for payment of utilities, payment of rental arrears, termination of the tenancy agreement, eviction, and compensation for use and occupation.

A hearing was scheduled for July 7, 2016, in Gameti, Northwest Territories. The rental officer appeared by telephone. Ms. D.A. appeared representing the applicant. Mr. E.R. was sent notice of the hearing by registered mail deemed served June 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. R. did not appear, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the applicant/landlord as GHA. The written residential tenancy agreements identified the landlord as NTHC. GHA is recognized as an authorized agent for the NTHC. The applicant's representative agreed the style of cause for this application should properly identify the applicant/landlord as NTHC and will be so amended going forward.

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 15, 2014. I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing in accordance with the Act.

Rental arrears

The lease balance statements and ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. I am satisfied the statements accurately reflect the current status of the respondent's rent account.

The statements indicate that although the respondent carried a credit on his rent account between January and June 2014, he thereafter was repeatedly late paying his rent, continuously carrying a balance owing on his account. He brought his account to a zero balance in February 2016, and then carried a \$5 credit in July 2016. I find the respondent has repeatedly failed to comply with his obligation to pay his rent when due.

Utilities

Section 8 of the respondent's tenancy agreement specifies the tenant is responsible for paying all utilities, including electricity. The applicant's representative testified that in November 2015, upon review of the respondent's file, she learned that the respondent had not transferred the electricity account to his own name. She contacted the respondent and together they resolved that requirement and had the electricity account transferred to the respondent's name. On April 4, 2016, the landlord received a copy of a notice to the respondent from the Northwest Territories Power Corporation (NTPC) giving a 48-hour disconnect notice due to the respondent's failure to pay his electricity bill. The landlord sent a notice to the respondent on April 18, 2016, regarding the breach. I find the respondent has failed to comply with his obligation to pay his utility bills.

Leaving premises unoccupied

Section 18 of the respondent's tenancy agreement specifies the tenant must notify the landlord in writing prior to leaving the rental premises unoccupied for longer than seven days during the period from May 1st to September 30th and for longer than 24 hours during the period from October 1st to April 30th. Upon receipt of NTPC's 48-hour disconnect notice, the landlord discovered the respondent had in fact left the rental premises unoccupied for at least three weeks at that point without having given prior written notice to the landlord. This breach was included in the notice sent to the respondent on April 18, 2016.

The applicant's representative testified the respondent had returned to the community in May for a brief time, and then had left again without written notice to the landlord. She further indicated personal knowledge and observation of the respondent's extended absences from the community multiple times throughout the years of which she found no evidence in the landlord's files indicating he had given written notice of the absences. The landlord's notice of April 18, 2016, was neither replied nor responded to by the respondent.

I am satisfied the respondent has repeatedly failed to notify the landlord of his extended absences from the rental premises and I find the respondent has failed to comply with his obligation to do so under section 18 of his tenancy agreement.

Termination of the tenancy agreement and eviction

The respondent's repeated and continuous failure to comply with his obligation to pay his rent when due is enough justification to terminate the tenancy agreement and evict the respondent. In addition to that issue is the respondent's repeated failure to notify the landlord of his extended absences from the rental premises. This is oddly the more concerning action of the two issues raised because the respondent's failure to notify – especially during the winter months – increases the likelihood of damages to the rental premises occurring as a result of utilities failing, water/sewer pipes freezing, and the like. Ultimately, the respondent would be liable for any such damages occurring during his absences, but at least if the respondent were to notify the landlord they could potentially 'keep an eye' on the premises. Under the circumstances, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue terminating the respondent's tenancy agreement on July 31, 2016; evicting the respondent from the rental premises on August 1, 2016; and requiring the respondent to compensate the applicant for use and occupation of the rental premises at a rate of \$50.79 for each day he remains in the rental premises after July 31, 2016.

Adelle Guigon
Rental Officer