

IN THE MATTER between **NTHC**, Applicant, and **R.C.**, 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**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

R.C.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 10, 2016
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	A.S., representing the applicant R.C., respondent J.S., on behalf of the respondent
<u>Date of Decision:</u>	August 10, 2016

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against R.C. as the respondent/tenant was filed by the Rental Office May 30, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 13, 2016.

The applicant alleged the respondent had failed to comply with a rental officer order, had repeatedly failed to pay rent when due, had accumulated rental arrears, had caused damages to a rental premises, and had left a rental premises in an unclean condition. An order was sought for payment of rental arrears, payment of costs to repair and clean a rental premises, compliance with obligation not to cause further damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 10, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Mr. A.S. appeared representing the applicant. Ms. R.C. and Mr. J.S. appeared as and for the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. The initial rental premises assigned to the respondent was 2 Porrit. On August 1, 2013, the respondent was transferred in accordance with section 3 of the tenancy agreement to 2D Neville. On March 1, 2016, the respondent was again transferred in accordance with section 3 of the tenancy agreement to 8 Dessy, where she currently resides. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-14098 dated June 24, 2014, required the respondent to pay rental arrears in the amount of \$939.73 in minimum monthly installments of \$80 starting in July 2014.

Rental arrears

The parties agreed and evidence was presented establishing that the respondent has historically been late paying her rent and had failed to make the necessary monthly payments as required by Rental Officer Order Number 10-14098. They also agreed that since filing of this application the respondent has resolved her rental arrears. I am satisfied the respondent has failed to comply with a rental officer order but has since resolved the offence. I find the respondent has repeatedly failed to comply with her obligation to pay her rent in full when due. I am satisfied the respondent no longer carries rental arrears. An order will issue requiring the respondent to pay her rent on time in the future.

Repairs and cleaning

An exit inspection was conducted at 2D Neville on March 1, 2016, which documented damages to the rental premises and that the premises had not been cleaned prior to vacating. The applicant claimed costs in the amount of \$1,304.41 to replace the thermostat cover, paint and install new radiator covers, repair and patch holes in the master bedroom and main entrance walls, repair and replace kitchen cabinet doors, replace the master bedroom floor vent cover, repair and replace three interior doors, removal and disposal of abandoned property and garbage from the interior of the premises and from the shed. The respondent did not dispute any of these claims, accepting responsibility for the claimed costs of repairs and cleaning. I find the respondent has failed to comply with her obligation to repair damages to the rental premises and to maintain the ordinary cleanliness of the rental premises. I find the respondent liable to the applicant for the costs to repair and clean the rental premises in the amount of \$1,304.41.

The current rental premises at 8 Dessy includes a landscaped yard for which the respondent is obligated to care and maintain. By July 15, 2016, the respondent had failed to mow the lawn as required. The applicant was compelled to mow the lawn on the respondent's behalf in order to ensure it was properly maintained. The applicant charged the respondent \$50 for this work. The respondent did not dispute the applicant's claim and accepted responsibility for the cost to mow the lawn. I find the respondent has failed to comply with her obligation to maintain the lawn. I find the respondent liable for costs to maintain the lawn in the amount of \$50.

On April 20, 2016, the respondent made a payment of \$80 towards the costs of repairs and cleaning. Deducting this amount from the balance owing, an order will issue requiring the respondent to pay the remaining total amount for costs of repairs and cleaning at both rental premises in of \$1,274.41. An order will also issue prohibiting the respondent from doing any further damages to the rental premises or permitting any further damages to occur to the rental premises.

Termination of the tenancy agreement and eviction

At hearing, the applicant's representative withdrew the applicant's request for termination of the tenancy agreement and eviction.

Adelle Guigon
Rental Officer