

IN THE MATTER between **NTHC**, Applicant, and **PL**, 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-

PL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 28, 2016
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant
<u>Date of Decision:</u>	September 28, 2016

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority on behalf of the NTHC as the applicant/landlord against PL as the respondent/tenant was filed by the Rental Office June 23, 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 July 6, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent in full and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 28, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Mr. AS appeared representing the applicant. Ms. PL was sent notice of the hearing by registered mail deemed served September 15, 2016, pursuant to section 71(5) of the *Residential Tenancies Act*. Attempts to contact the respondent by telephone were unsuccessful due to the number being no longer in service. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2015. The applicant had sent a notice by registered mail on June 16, 2016, to the respondent to terminate the tenancy agreement July 31, 2016, pursuant to section 51(5) of the Act. Although service could be deemed for June 23, 2016, pursuant to section 71(5) of the Act, confirmation was obtained from the Canada Post website that the registered mail had been returned to the sender as unclaimed July 11, 2016. It was agreed at hearing to consider the termination date of July 31st as ineffective due to the unsuccessful service of the notice. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statements and customer aged details entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been assessed subsidies in accordance with the landlord's Homeownership Entry Level Program under which the parties entered into the tenancy agreement. I am satisfied the statements and detail accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due. I find the respondent has accumulated rental arrears in the amount of \$3,337.11.

Repairs

The applicant's representative testified to and provided evidence of the smoke detector and smoke/CO₂ combination detector having been removed from the rental premises. The missing equipment was noted during an incident at the premises on or about July 20, 2016. The equipment are required safety devices in the rental premises. I am satisfied the respondent is responsible for the missing detectors and I find the respondent liable to the applicant for the costs of replacing the detectors in the amount of \$122.45.

Termination and eviction

In light of the respondent's repeated failure to pay the rent and substantial amount of accumulated arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue requiring the respondent to pay rental arrears in the amount of \$3,337.11; to pay the cost of repairs in the amount of \$122.45; terminating the tenancy agreement September 30, 2016; evicting the respondent from the rental premises October 31, 2016; and requiring the respondent to pay compensation for use and occupation at a rate of \$33.53 for each day the respondent remains in the rental premises after September 30, 2016.

Adelle Guigon
Rental Officer