

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

CD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 27, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	BB, representing the applicant CO, representing the applicant
<u>Date of Decision:</u>	October 27, 2016

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against CD as the respondent/tenant was filed by the Rental Office May 16, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 25, 2016.

The hearing on this application was commenced August 16, 2016, at which time an order was issued referencing file number 15201. That order: required the respondent to pay rental arrears accumulated as of the hearing date in the amount of \$457, required the respondent to pay the costs of repairing bedroom windows in the amount of \$1,351.35; terminated the tenancy agreement November 30, 2016, unless the monthly rents for September, October, and November 2016 were paid on time and the total rental arrears and costs of repairs of \$1,808.35 were paid in full; and evicting the respondent from the rental premises December 1, 2016, if the termination of the tenancy became effective.

Additional claims of tenant damages were adjourned *sine die* pending an updated inspection of the premises after the respondent claimed she had effected repairs to some of the items claimed. Upon receipt of the updated tenant damages statement, the hearing was rescheduled to October 27, 2016, in Yellowknife, Northwest Territories. Mr. BB and Mr. CO appeared representing the applicant. Ms. CD was sent notice of the hearing by email deemed received October 8, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The tenancy was previously established between the parties for subsidized public housing commencing June 27, 2011. The respondent continues to occupy the rental premises. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The applicant's representatives entered into evidence an updated statement of account reflecting rental arrears in the amount of \$537. The respondent had made a payment on August 31, 2016, in the amount of \$80. No payments were received in September or October to date.

I am satisfied the respondent has failed to pay her rent. I find the respondent has accumulated additional rental arrears since the last rental officer hearing in the amount of \$80.

Repairs

The applicant's representatives testified and provided evidence in support of their claims regarding damages to the rental premises requiring repairs. The inspection conducted after the last hearing found the respondent had successfully repaired one interior door. Attempts to patch holes in walls were poorly made and effectively resulted more damages. Damages which were found since the previous rental officer hearing included: a cracked radiator cover, a hole found behind the second bedroom door, a wall in the living room found to have deep gouges, and the latch side of the bathroom door frame was split.

A full accounting of the repairs claimed are as follows:

Patch and paint holes in 14 walls	\$2,240.00
Replace three door frames	\$390.00
Repair cracked radiator cover	\$100.00
Sub-total:	\$2,730.00
10% Admin Fee	\$273.00
Sub-total:	\$3,003.00
5% GST	\$150.15
Total:	<u>\$3,153.15</u>

I am satisfied the damages claimed are a result of the respondent's or the respondent's guests' actions, be they wilful or negligent. I find the respondent liable to the applicant for the costs of repairs in the amount of \$3,153.15.

Termination of the tenancy agreement and eviction

The previous rental officer order conditionally terminated the tenancy agreement dependent in part on whether or not the respondent successfully paid her rent on time for the months of September, October, and November 2016. The respondent was present at the August 16, 2016, hearing and was aware of the rental officer's decision in this regard – she knew what her obligations were. Having failed to pay the rent for September and October when due, the respondent has already breach the rental officer order, which makes the termination of the tenancy agreement on November 30th effective.

The applicant's representatives requested at this hearing the termination and eviction dates be brought forward in light of the respondent's failure to pay her rent and the additional damages which have accrued at the rental premises. They expressed a concern that the respondent has sufficient disregard for the rental premises and her obligations respecting her tenancy, and that further damages may be occurring at the premises. Under the circumstances I can understand the applicant's representatives concerns.

I am satisfied there are sufficient grounds to terminate the respondent's tenancy earlier than originally anticipated. The tenancy will be terminated for October 31, 2016. However, in light of the short date and the respondent not being aware of the short termination date due to her absence at this hearing, the eviction date will be ordered for November 30, 2016, to permit the respondent adequate time to be served with the order and reasons and remove herself from the premises. She will be required to compensate the applicant for use and occupation of the rental premises at a daily rate from October 31, 2016.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$80; requiring the respondent to pay costs of repairs in the amount of \$3,153.15; terminating the tenancy agreement October 31, 2016; evicting the respondent November 30, 2016; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day she remains in the rental premises after October 31, 2016.

Adelle Guigon
Rental Officer