

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

DEV

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2016
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	December 13, 2016

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against DEV as the respondent/tenant was filed by the Rental Office September 26, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for October 13, 2016.

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

A hearing was scheduled for December 13, 2016, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. Mr. CS appeared representing the applicant. Ms. DEV was sent notice of the hearing by registered mail deemed served November 29, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act) and was verbally notified by telephone on December 7, 2016. The respondent did not appear at 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 February 11, 2010. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Previous order

Rental Officer Order Number 10-14829 dated November 24, 2015, required the respondent to pay rental arrears in the amount of \$2,508, to pay future rent on time, to pay costs of repairs in the amount of \$1,898.62, and to pay an outstanding security deposit of \$500.

Rental arrears

The lease balance statement entered into evidence represents the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized based on reported household income. The last payment made against the account was recorded on October 28, 2016, in the amount of \$1,220. I am satisfied the statement accurately reflects the current status of the respondent's rent account. I am satisfied the respondent has been repeatedly late paying rent. I am satisfied the respondent has complied with paragraphs 1, 3, and 4 of Rental Officer Order Number 10-14829. I find the respondent has failed to comply with paragraph 2 of Rental Officer Order Number 10-14829 by failing to pay her rent on time. I find the respondent has accumulated rental arrears in the amount of \$770.

Ordinary cleanliness

The applicant's representative testified and provided evidence establishing that the respondent had failed to maintain the yard landscaping, necessitating the applicant's intervention by having maintenance personnel mow the lawn and trim the weeds from around the house. I am satisfied the respondent failed to comply with their obligation to maintain the ordinary cleanliness of the premises by failing to keep the landscaping in good condition. I find the respondent liable to the applicant for the costs of maintaining the landscaping in the amount of \$60.

Termination of the tenancy agreement and eviction

The applicant's representative withdrew the applicant's request for termination of the tenancy agreement and eviction.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$770; requiring the respondent to pay her future rent on time; and requiring the respondent to pay costs for maintaining the landscaping in the amount of \$60.

Adelle Guigon
Rental Officer