

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

JK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2017

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: April 18, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against JK as the respondent/tenant was filed by the Rental Office January 10, 2017. 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 the filed application on the respondent by registered mail signed for April 2, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had left the premises in an unclean condition, and had left the premises unoccupied for a lengthy period of time without notifying the landlord. An order was sought for payment of rental arrears, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 18, 2017, in Fort Smith, Northwest Territories. The rental officer appeared by telephone. CS appeared representing the applicant. JK was sent notice of the hearing at his last known address on the Rental Office file by registered mail deemed served April 7, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). The respondent did not appear at the hearing, nor did anyone appear on his 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 December 19, 2014. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The lease balance statements 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 subsidized based on reported household income and are currently assessed at \$80 per month. The last three payments received against the respondent's rent account were recorded: November 27, 2016, in the amount of \$80; August 21, 2016, in the amount of \$80; and March 27, 2016, in the amount of \$80. All three payments were made by the Department of Education, Culture, and Employment on behalf of the tenant.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent and has accumulated rental arrears in the amount of \$640.

Damages and cleaning

The applicant's representative testified and provided evidence supporting a claim for costs of repairs and cleaning in the amount of \$235. This amount includes: \$80 to repair the deadbolt to the front door in September 2016; \$150 to remove garbage and debris from the yard in July 2016; and \$5 to provide the respondent with a replacement key in February 2016. Supporting evidence included notices, work orders, and unit condition reports.

I am satisfied the respondent is responsible for the damaged deadbolt. I am satisfied the respondent failed to remove garbage and debris from the yard as requested. I am satisfied the respondent required a replacement key. I find the respondent liable for the costs associated with the necessary repairs and cleaning in the total amount of \$235.

Termination of the tenancy agreement and eviction

The applicant's representative testified and provided evidence establishing that the respondent had in fact vacated the premises some time prior to December 2016. The applicant learned at that time from a third party that the respondent had moved out and was not believed to be returning for at least six months.

Attempts to contact the respondent were made and by a letter dated December 20, 2016, the applicant confirmed speaking with the respondent. The respondent confirmed with the applicant that he and his family had moved South so that he could attend a court-mandated treatment program which he expected to last another six months. A specific return date was not provided. No prior notice was given to the applicant of the respondent's departure. The applicant's representative testified that the respondent indicated a relative would take care of the premises while he was away and arrangements were made for the relative to pick up a key from the applicant so they could access the premises; the relative never picked up the key. To that point the rental premises had not been cared for during the respondent's absence. An inspection of the premises was conducted December 19, 2016, which found the premises in an extremely unclean state. The applicant's maintenance personnel began doing regular checks on the premises to ensure no damages occurred.

In April 2017, the applicant was notified by the Northwest Territories Power Corporation (NTPC) that the respondent had failed to pay his utility bills and that as a consequence a load limiter would be installed on the rental premises.

Section 18 of the tenancy agreement requires tenants not to leave the premises unoccupied for longer than seven days between May 1st and September 30th of the year and for not longer than 24 hours between October 1st and April 30th of the year without prior written notice to the landlord.

Section 12(a) of the tenancy agreement and section 45(2) of the Act require the tenant to maintain the ordinary cleanliness of the rental premises.

Section 8 of the tenancy agreement requires the tenant to pay all utilities to the rental premises, including electricity.

Section 1(3)(b) of the Act specifies that a tenant has abandoned the rental premises where the tenancy agreement has not been terminated in accordance with the Act and the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

I am satisfied the respondent failed to notify the applicant of his intention to leave the rental premises unoccupied for a lengthy period of time, contrary to section 18 of the tenancy agreement.

I am satisfied the respondent failed to maintain the ordinary cleanliness of the rental premises, both before and after his departure, contrary to sections 12(1) of the tenancy agreement and section 45(2) of the Act.

I am satisfied the respondent failed to pay his electricity bills for the rental premises, contrary to section 8 of the tenancy agreement.

I am satisfied that the respondent does not currently live in the rental premises, has not expressed an intention to resume living in the rental premises any time soon, and has not met his obligation to pay his rent and utilities, and as such I find the respondent has effectively abandoned the rental premises.

In consideration of the respondent's repeated failure to pay his rent, the amount of accumulated rental arrears, the respondent's failure to pay his utilities, the unclean condition of the rental premises, and the respondent's failure to notify the applicant of his departure from the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the applicant's representative, a one-month grace period will be granted between the date of termination and the date of eviction in light of the respondent's current residence being outside of the Northwest Territories, to provide the respondent opportunity to return to Fort Smith to retrieve any personal belongings which may still remain the rental premises.

Orders

An order will issue: requiring the respondent to pay rental arrears in the amount of \$640; requiring the respondent to pay costs for repairs and cleaning in the amount of \$235; terminating the tenancy agreement April 30, 2017; and evicting the respondent from the rental premises May 31, 2017.

Adelle Guigon
Rental Officer