

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

CB

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 CB and CV as the respondents/tenants was filed by the Rental Office February 24, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was sent on the respondent by registered mail deemed served March 23, 2017, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents 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 April 18, 2017, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. CB and CV were sent notices of the hearing by registered mail deemed served April 7, 2017, pursuant to section 71(5) of the Act. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absences pursuant to section 80(2) of the Act.

Preliminary matters

The application to a rental officer identified the tenants as CB and CV. The written tenancy agreements identified the tenants on their face as CB and CV, however, only CB signed the agreements. Under that circumstance, I cannot be satisfied that CV entered into a joint tenancy agreement with CB and must find that CB is the sole tenant under this tenancy agreement. The applicant's representative agreed to the amendment of the application and style of cause to identify CB alone as the respondent/tenant.

Tenancy agreement

The applicant's representative testified and evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2014. I am satisfied a valid tenancy agreement is in place 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 and are currently assessed at \$160 per month. The last four payments received against the rent account were recorded: August 23, 2016, in the amount of \$200; June 28, 2016, in the amount of \$200; January 12, 2016, in the amount of \$240; and October 9, 2015, in the amount of \$80.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$1,600.

Damages

The applicant's representative testified and provided evidence establishing two windows that had been broken in the rental premises by the respondent or her guests. I am satisfied the claimed damages were caused by the respondent or persons she permitted in the rental premises and I find the respondent liable for the costs of repairing the two windows in the total amount of \$451.52.

Termination of the tenancy agreement and eviction

In consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative agreed a conditional termination and eviction order would be reasonable.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,600;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$451.52;
- requiring the respondent to comply with her obligation not to cause damages to the rental premises;
- terminating the tenancy agreement July 31, 2017, unless the rental arrears are paid in full and the rents for May, June, and July are paid on time; and
- evicting the respondent from the rental premises August 1, 2017, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer