

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

BM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 12, 2017

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: FG, representing the applicant
SJ, representing the applicant
BM, respondent
KP, Social Worker, for the respondent

Date of Decision: April 12, 2017

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the applicant/landlord against BM as the respondent/tenant was filed by the Rental Office November 25, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was served on the respondent by registered mail signed for January 12, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had outstanding arrears for cleaning and repairs. An order was sought for payment of the rental arrears, payment of future rent on time, payment of the outstanding costs for cleaning and repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 12, 2017, in Ulukhaktok, Northwest Territories. FG and SJ appeared representing the applicant. BM appeared as respondent. KP, Social Worker, appeared in support of the respondent.

Tenancy agreement

Five written tenancy agreements entered into evidence establish that BM had entered into a sole tenancy agreement with the applicant for subsidized public housing commencing December 1, 2010, and ending September 19, 2015, at which point a tenancy agreement for subsidized public housing with BM and SM as joint tenants was entered into commencing September 20, 2015. I am satisfied valid tenancy agreements were and are in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements and tenant ledger cards entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account throughout both the sole and joint tenancy agreements to date. All rents have been subsidized. The rent under the joint tenancy agreement is currently assessed at \$325 per month. The last four payments received against the respondent's rent account were recorded: April 5, 2017, in the amount of \$40; March 1, 2017, in the amount of \$140; February 27, 2017, in the amount of \$92; and February 7, 2017, in the amount of \$140. The current rental arrears balance represents approximately 12 months' rent.

The respondent did not dispute either the landlord's accounting or the amount of rental arrears claimed, acknowledging and accepting responsibility for the debt.

I am satisfied the lease balance statements and tenant ledger cards 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 and has accumulated rental arrears in the amount of \$3,818.

Cleaning and repairs

The applicant claimed outstanding costs for cleaning and repairs related to two previous units occupied under the respondent's sole tenancies. For the cleaning of the respondent's first unit after being transferred to her second unit in February 2013, the amount of \$117.66 remains outstanding. For the repair of an exterior door, including the replacement of the backset and door knob, at the second unit in February 2015, the amount of \$180.69 remains outstanding.

The respondent did not dispute the landlord's claims, acknowledging her responsibility for both claims and accepting responsibility for the outstanding amounts to effect the cleaning and repairs claimed.

I am satisfied the respondent is responsible for the cleaning and damages claimed. I find the respondent has failed to comply with her obligation to pay for the costs of cleaning and repairs. I find the respondent liable to the applicant for the outstanding costs of cleaning and repairs in the total amount of \$298.35.

Termination of the tenancy agreement and eviction

This application to a rental officer was made against BM alone and she alone was served with the filed application and notice of attendance for the hearing. The current tenancy agreement is not a sole tenancy, it is a joint tenancy with both BM and SM. SM was not notified of either the application, that the applicant was seeking termination of the tenancy agreement and eviction, or of her opportunity to speak to the application at hearing. SM was not present at the hearing. I am not satisfied it would be fair to consider termination of the tenancy agreement and eviction in this case given SM has a vested interest in the tenancy and was not given fair opportunity to respond to the application. The applicant's request for termination of the tenancy agreement and eviction is denied.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$3,818;
- requiring the respondent to pay her future rent on time; and
- requiring the respondent to pay outstanding costs for cleaning and repairs in the amount of \$298.35.

Adelle Guigon
Rental Officer