

IN THE MATTER between **NTHC**, Applicant, and **SR and BT**, Respondents.

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-

SR and BT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 5, 2017

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant
SR, respondent

Date of Decision: April 5, 2017

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against SR and BT as the respondents/tenants 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 filed application was served on the respondents by registered mail signed for January 26, 2017.

The applicant alleged the respondents had repeatedly failed to pay rent, had failed to pay the full security deposit, and had failed to comply with their obligation to maintain the lawn to the rental premises. An order was sought for payment of the rental arrears, payment of costs to maintain the lawn, payment of the outstanding security deposit, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 5, 2017, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. SR appeared as respondent and on behalf of BT.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 28, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondents' rent account. All rents have been subsidized and are currently assessed at \$80 per month. No payments were received in six of the last 13 months.

The respondent did not dispute either the accuracy of 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 accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of rent when due and have accumulated rental arrears in the amount of \$148.

Security deposit

Section 9 of the written tenancy agreement sets out the respondents' obligation to pay a security deposit in the amount of \$1,000. To date, only \$600 of the security deposit has been paid by the respondents. The respondent did not dispute the accuracy of this claim, acknowledging and accepting responsibility for the debt.

I find the respondents have failed to comply with their obligation to pay their full security deposit as required and are liable to the applicant for the outstanding security deposit in the amount of \$400.

Lawn care

The applicant's representative testified that the respondents were responsible for maintaining the ordinary cleanliness of the rental premises, including the yard. By written notice dated June 7, 2016, all tenants with hard's were reminded of House Rule #14, which sets out the tenants' responsibilities during the summer months for cutting the grass in the front and back yards and disposing of garbage. The respondent testified that they were unable to complete the requested yard work and asked the applicant to go ahead and do it for them. The applicant complied and notified the respondents by letter dated June 28, 2016, of the associated costs to maintain the lawn of \$60, and again reminded the respondents that yard maintenance is the tenant's responsibility.

The respondent did not dispute the costs claimed for maintaining the yard, acknowledging that they had not in fact paid for those charges to date.

I am satisfied the respondents are responsible for the additional obligation of maintaining the lawn to the rental premises. I find the respondents have failed to comply with this obligation and are liable to the applicant for the costs to maintain the lawn in the amount of \$60.

Termination of the tenancy agreement and eviction

Under the circumstances as presented, I am not satisfied that termination of the tenancy agreement and eviction are justified at this time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$148;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay the outstanding security deposit in the amount of \$400; and
- requiring the respondents to pay the costs of maintaining the lawn in the amount of \$60.

Adelle Guigon
Rental Officer