

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

<u>Date of the Hearing:</u>	November 7, 2017
<u>Place of the Hearing:</u>	Fort Smith, Northwest Territories
<u>Appearances at Hearing:</u>	CS, representing the applicant
<u>Date of Decision:</u>	November 7, 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 August 29, 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 September 22, 2017.

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

A hearing was scheduled for November 7, 2017, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. SR and BT were served notice of the hearing by registered mail signed for September 22, 2017. Neither of the respondents appeared at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act* (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 April 28, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15502 dated July 11, 2017, required the respondents to pay rental arrears in the amount of \$148, required the respondents to pay their future rent on time, required the respondents to pay an outstanding security deposit of \$400, and required the respondent to pay costs of lawn maintenance in the amount of \$60.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondents' rent account. All rents have been subsidized and are currently assessed at \$80 per month. Either no payments or insufficient payments were made towards rent in four of the last 12 months.

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 rent when due and have accumulated rental arrears in the amount of \$78.

Security deposit

Since the last rental officer order was issued the respondents' have made one payment of \$50 against the outstanding rental arrears, reducing the amount owing to \$350. I find the respondents have failed to pay their security deposit in full and by doing so have failed to comply with paragraph 3 of Rental Officer Order Number 15502.

Lawn maintenance

The applicant's representative testified and provided evidence establishing that the respondents had failed to maintain their lawn as required under the written tenancy agreement. The applicant remedied the breach by doing the necessary lawn maintenance and charged the respondents \$60 for doing so.

I am satisfied the respondents are responsible for maintaining the lawn to the rental premises and I am satisfied the respondents failed to do so. I find the respondents liable to the applicant for costs of lawn maintenance in the amount of \$60.

Termination of the tenancy agreement and eviction

Although the amount of rental arrears accumulated is not substantial, given the respondents' repeated failure to pay their rent when due and to pay their security deposit in full, I am satisfied conditional termination of the tenancy agreement and eviction are justified in order to reinforce the importance of complying with their obligations. The termination and eviction will be conditional on the respondents paying their rental arrears, security deposit, and lawn maintenance costs in full, and paying their rent on time in the future.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$78;
- requiring the respondents to pay their rent on time in the future;
- requiring the respondents to pay their outstanding security deposit in the amount of \$350;
- requiring the respondents to pay lawn maintenance costs in the amount of \$60;
- terminating the tenancy agreement February 28, 2018, unless the rental arrears, security deposit, and lawn maintenance costs are paid in full, and the rents for December, January, and February are paid on time; and
- evicting the respondents from the rental premises March 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer