

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

CN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 7, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant
CN, respondent

Date of Decision: December 7, 2017

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against CN as the respondent/tenant was filed by the Rental Office September 18, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the respondent December 6, 2017.

The applicant alleged the respondent had repeatedly failed to pay her rent, had accumulated rental arrears, had caused disturbances, had caused damages to the rental premises, and had failed to comply with a rental officer order. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 7, 2017, by three-way teleconference. AS appeared representing the applicant. CN appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 15, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 15509 dated August 3, 2017, required the respondent to pay her rent on time in the future, required the respondent to comply with her obligation not to cause disturbances, and required the respondent not to breach her obligation not to cause disturbances again.

Rental arrears

The statements of account and client aged details (rent documents) entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. The last payment received against the rent account was recorded August 18, 2017, in the amount of \$150.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging her debt and accepting responsibility for it. She explained that she believed Income Support was paying her rent each month and did not know until she received the filed application to a rental officer that arrears were accumulating. The applicant's representative indicated that statements of account were mailed to the respondent monthly, to which the respondent testified that she had lost her mail key while in Yellowknife for medical reasons and therefore had not been getting her mail. She acknowledged failing to notify the landlord that she had lost her mail key.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent, has repeatedly failed to comply with a rental officer order to pay her future rent on time, and has accumulated rental arrears in the amount of \$695.

Damages

The applicant's representative testified that the respondent had lost the key to the rental premises in July 2017. The cost to replace the key was charged to the tenant in the amount of \$10. The respondent acknowledged and accepted responsibility for this cost.

The applicant's representative testified that the respondent had been unable to clean her yard of trash and debris over the summer, admittedly due to having broken her ankle. The respondent agreed to a charge of \$31 for the applicant to clean the yard on her behalf.

I am satisfied the respondent is responsible for losing the key to the rental premises and for cleaning the yard to the rental premises. I find the respondent liable to the applicant for costs to replace one key and to clean the yard in the total amount of \$41.

Disturbances

The applicant's representative testified and presented evidence substantiating a claim that between July 16 and July 19, 2017, multiple complaints were received of noise, heavy traffic, and uttering threats coming from persons permitted in the rental premises, and at least three RCMP visits to the rental premises.

The respondent testified that she had broken her ankle very badly and had to stay in Yellowknife during that period. She had a friend watching the rental premises on her behalf, but she does not know what happened there while she was away. She accepted responsibility as the tenant for the disturbances that were caused during that time period. The applicant's representative confirmed that no further reports of disturbances have been received since July 19th.

I am satisfied disturbances were caused at the rental premises between July 16 and July 19, 2017, for which the tenant must be held responsible. I find the respondent has failed to comply with her obligation not to permit guests to the rental premises to cause disturbances, and as a result I must also find the respondent has failed to comply with a rental officer order requiring her not to cause disturbances again.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent on time, the amount of rental arrears accumulated, and the respondent's failure to comply with rental officer orders, I am satisfied conditional termination of the tenancy agreement and eviction are justified dependent on the respondent paying the rental arrears and costs of damages in full and paying her future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$695;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs of one key replacement and yard cleaning in the total amount of \$41;
- requiring the respondent to comply with her obligation not to cause disturbances or permit disturbances to be caused, and not to breach that obligation again;
- terminating the tenancy agreement February 28, 2018, unless the rental arrears and costs of repairs are paid in full and the rents for January and February are paid on time; and
- evicting the respondent from the rental premises March 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer