

IN THE MATTER between **NTHC**, Applicant, and **AL and DB**, 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-

AL and DB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 9, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the applicant

Date of Decision: January 9, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against AL and DB as the respondents/tenants was filed by the Rental Office October 3, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the respondents by registered mail deemed served November 7, 2017, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondents had repeatedly failed to pay their rent, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, for payment of future rent on time, for payment of costs for repairs, for the respondents to be prohibited from causing further damages, for termination of the tenancy agreement, and for eviction.

A hearing was scheduled for January 9, 2018, by three-way teleconference. AS appeared representing the applicant. AL and DB were sent notices of the hearing by registered mail deemed served November 7, 2017, pursuant to subsection 71(5) of the Act. Attempts to contact the respondents at the provided telephone number were unsuccessful due to the number no longer being in service. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of 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 December 12, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15510 decided April 20, 2017, required the respondents to pay their rent on time in the future.

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 respondents' rent account. All rents have been subsidized and are currently assessed at \$160 per month. The last four payments received against the respondents' rent account were recorded: December 13, 2017, in the amount of \$210; October 20, 2017, in the amount of \$340; September 20, 2017, in the amount of \$300; and June 20, 2017, in the amount of \$140.

I am satisfied the rent documents accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due, have failed to comply with a rental officer order to pay their future rent on time, and have accumulated rental arrears in the amount of \$270.

Damages and cleaning

The respondents had been assigned a two-bedroom unit at commencement of their tenancy. After having their third child, the respondents were reallocated to a three-bedroom unit in July 2017. The reallocation was made under the provisions of section 3 of the written tenancy agreement. The respondents did not complete their move to the three-bedroom unit until September 1, 2017, at which time an exit inspection was conducted at the two-bedroom unit.

Both the entry and exit inspection reports were entered into evidence for the two-bedroom unit, as were relevant work orders and invoices substantiating costs incurred by the applicant to effect repairs to the two-bedroom unit as follows:

Repairing holes in walls	\$333.95
Replacing window screens	\$123.99
Replacing baseboards	\$79.50
Replacing weather stripping	\$26.50
Replacing interior doors	\$399.98
Removing tape from door jambs, window casings, kitchen cabinets, and flooring	\$167.29
Repair and replace heat registers and register covers	\$26.50
Removal and disposal of debris and abandoned items	\$110.76
Cleaning writing off walls	\$122.96
Replacing crawl space binder bar	\$53.00
Replacing kitchen cabinet drawers, handles, and edging	\$108.06
Replacing window crank handles	\$53.00
Cleaning throughout	\$153.00
Total	\$1,758.49
Less payments received in October 2017	\$180.00
Remaining balance owing	<u>\$1,578.49</u>

I am satisfied that the respondents are responsible for the damages caused to the two-bedroom unit, and that the respondents failed to adequately clean the two-bedroom unit. I find the respondents liable for the remaining costs of repairs and cleaning in the amount of \$1,578.49.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent in full when due, the respondents' failure to comply with a rental officer order to pay their future rent on time, the amount of rental arrears accumulated, and the respondents' outstanding balance owing for costs of repairs and cleaning, I am satisfied a conditional termination of the tenancy agreement and eviction are justified dependent on the paying in full of the rental arrears and costs of repairs, and the payment of future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears in the amount of \$270;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay costs of repairs and cleaning in the amount of \$1,578.49;
- prohibiting the respondents from doing further damage to the rental premises;
- terminating the tenancy agreement April 30, 2018, unless the rental arrears and costs of repairs and cleaning in the total amount of \$1,848.49 are paid in full and the rents for February, March, and April are paid on time; and
- evicting the respondents from the rental premises May 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer