

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

ML

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 30, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the applicant ML, respondent
<u>Date of Decision:</u>	January 30, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against ML as the respondent/tenant was filed by the Rental Office October 24, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the respondent by registered mail signed for January 15, 2018.

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

A hearing was scheduled for January 30, 2018, in Hay River. AS appeared representing the applicant. ML 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 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-14176 dated July 23, 2014, required the respondent to pay rental arrears in the amount of \$1,589.12 in minimum monthly installments of \$100 starting in August 2014, required the respondent to pay her rent on time in the future, and terminated the tenancy agreement October 31, 2014, unless the rents and minimum monthly installments for August, September, and October were paid on time.

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 \$610 per month. Either no payments or insufficient amounts were paid for rent in five of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it.

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 the full amount of rent when due, 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 \$1,295.

Repairs

In June 2017 the respondent travelled outside the community. She arranged for her nephew to reside at and take care of the rental premises in her absence. Her nephew had a party, during which one of the party-goers broke the living room window. The respondent charged the party-goer for the damages from which she is hopeful an order for restitution will be imposed. That charge is currently still in the court system, yet to be resolved. The respondent had refused to pay for the repairs to the window believing that she was not responsible.

Subsection 42(1) of the Act holds the tenant liable for damages to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant. Given that the respondent permitted her nephew to occupy the rental premises, and her nephew permitted the party to occur during which the window was broken, I find the respondent is responsible to the applicant for the damages which occurred and therefore is liable for the costs of repairs in the amount of \$961.59.

The respondent did not dispute this finding and acknowledged her responsibility as tenant for the damages. She is hopeful the party-goer who caused the damages will be held accountable and ordered to pay restitution.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent when due and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be dependent on the respondent paying the rental arrears and costs of repairs 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 \$1,295;
- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay costs of repairs in the amount of \$961.59;
- terminating the tenancy agreement May 31, 2018, unless the rental arrears and costs for repairs are paid in full and the rents for February, March, April, and May are paid on time; and
- evicting the respondent from the rental premises June 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer