

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

KW

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 KW, 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 KW 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 personally served on the respondent December 15, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent, had failed to maintain the yard in an ordinary state of cleanliness, had caused damages to the rental premises, had accumulated rental arrears, and had failed to comply with a rental officer order. An order was sought for payment of rental arrears, payment of costs for cleaning and repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for January 30, 2018, in Hay River. AS appeared representing the applicant. KW 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 10-14189 dated July 23, 2014, required the respondent to pay rental arrears in the amount of \$2,648.80 in minimum monthly installments of \$75 starting August 2014, required the respondent to pay her future rent on time, 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 made against the respondent's rent account. All rents have been subsidized and are currently assessed at \$610 per month. Either no payments or insufficient payments were received against the rent account in nine 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 \$3,769.

Repairs and cleaning

The parties agreed and evidence was presented establishing that the respondent had failed to maintain the yard as required under the tenancy agreement and had lost a key to the rental premises. The applicant's maintenance personnel completed the necessary cleaning of the yard in September 2017 at a cost to the respondent of \$50. The applicant's maintenance personnel cut a replacement key in October 2017 at a cost to the respondent of \$10. Neither of these costs have been paid for to date.

I am satisfied the respondent failed to maintain the yard in an ordinary state of cleanliness, and I am satisfied the respondent lost her key to the rental premises. I find the respondent liable to the applicant for costs to maintain the yard and to cut a replacement key in the total amount of \$60.

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 subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, it was determined that a conditional termination and eviction order would be appropriate dependent on the respondent paying the arrears 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 \$3,769;
- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay repairs and cleaning costs in the amount of \$60;
- terminating the tenancy agreement May 31, 2018, unless the rental, repairs, and cleaning arrears 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