

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

RC

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
<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 RC 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 7, 2017.

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

A hearing was scheduled for January 30, 2018, in Hay River. AS appeared representing the applicant. RC was personally served notice of the hearing December 7, 2017. The respondent did not appear at the hearing, nor did anyone appear on her behalf. The hearing proceeded in the respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14098 dated June 24, 2014, required the respondent to pay rental and repairs arrears in the total amount of \$939.73 in minimum monthly installments of \$80 starting in July 2014.

Rental Officer Order Number 15232 dated August 24, 2016, required the respondent to pay costs of repairs and cleaning in the total amount of \$1,274.41, required the respondent to pay her future rent on time, and required the respondent to cause no further damages to the rental premises.

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. Although the respondent is currently only in rental arrears for the month of January 2018, since the last rental officer order was issued, the respondent failed to pay the rent when due six times (including January 2018).

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account and the historical pattern of behaviour throughout the tenancy. I find the respondent has repeatedly failed to pay the rent when due and has failed to comply with a rental officer order requiring her to pay her future rent on time.

Yard maintenance

The applicant's representative testified and provided evidence establishing the respondent's responsibility to maintain the yard to the rental premises in good condition and her subsequent failure to do so during the summer of 2017. In July 2017, the respondent contacted the applicant and asked them to mow the yard for her. The applicant granted the request, completing the work on July 13, 2017, and charged the respondent \$125. To date the respondent has not paid the invoice for yard maintenance.

I am satisfied the respondent failed to maintain the yard to the rental premises and has failed to pay the associated invoice. I find the respondent liable to the applicant for costs of yard maintenance in the amount of \$125.

Failure to comply with rental officer orders

As mentioned above, Rental Officer Order Number 15232 ordered the respondent to cause no further damages to the rental premises. The applicant's representative testified and provided evidence establishing the condition of the respondent's current rental premises when she transferred there in February 2017 and establishing the condition of the rental premises during an annual unit condition rating inspection conducted June 15, 2017. This evidence was presented not to make a claim for costs of repairs at this time, but rather to establish the respondent's breach of her obligation not to cause damages to the rental premises.

A review of the respective reports does reveal several substantive damages to doors, walls, flooring, and fixtures which have occurred during the respondent's occupancy and for which the respondent is responsible. Not only do the damages constitute a breach of the respondent's obligations under subsection 42 of the Act and paragraph 12 of the tenancy agreement, but they also constitute a failure to comply with a rental officer order prohibiting the respondent from doing any further damage.

Past rental officer findings combined with the current documented damages lead me to conclude that the respondent has repeatedly failed to comply with her obligation not to cause damages to the rental premises throughout her subsidized public housing tenancy, and she does not exhibit much care or concern for her actions in this regard.

Termination of the tenancy agreement and eviction

In consideration of the respondent's historical pattern of failing to pay her rent when due, the respondent's historical repeated and continuing pattern of causing damages to the rental premises, and the respondent's repeatedly failure to comply with rental officer orders, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the respondent to pay yard maintenance costs in the amount of \$125;
- terminating the tenancy agreement February 28, 2018;
- evicting the respondent from the rental premises March 1, 2018; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 for each day she remains in the rental premises after February 28, 2018.

Adelle Guigon
Rental Officer