

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

HD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 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>	March 21, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the applicant/landlord against HD as the respondent/tenant was filed by the Rental Office December 8, 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 February 21, 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 rental arrears, payment of future rent on time, payment of costs for repairs, a prohibition from causing further damages to the rental premises, and authorization for the applicant to effect repairs of the damages caused by the respondent.

A hearing was scheduled for March 21, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the applicant. HD was personally served notice of the hearing February 21, 2018. The respondent did not appear at the hearing, nor did anyone appear on the respondent's 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.

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 \$140 per month. Either no payments or insufficient payments were made in three of the last 12 months of the tenancy.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has failed to pay her rent in full when due and has accumulated rental arrears in the amount of \$140.

Damages

The applicant's representative testified and provided evidence of the replacement of a damaged bathroom door and door knob occurring in May 2017. The respondent was charged \$200.48 for costs of repairs which remains unpaid to date. I am satisfied the respondent is responsible for the damages to the bathroom door and door knob. I find the respondent liable to the applicant for the costs of repairs in the amount of \$200.48.

The applicant's representative testified and provided condition rating reports and photographs evidencing substantial damages to the rental premises as of June 9, 2017. The damages attributed as caused by the respondent included: one damaged exterior door jamb; one missing interior door knob; substantial holes in walls throughout; missing and damaged cabinet doors and drawers; broken kitchen floor tiles; at least two damaged bedroom doors, doorstops, and door knobs; one damaged window screen; damaged radiator covers throughout; and one damaged drainage block.

The photographs also depict a rental premises in disarray, with clothing and other items strewn about, and a significantly less than ordinary state of cleanliness throughout. This is a contravention of subsection 45(2) of the Act which requires tenants to maintain the ordinary cleanliness of the rental premises, and the condition of the rental premises creates a safety hazard for any maintenance workers who require access to effect repairs.

I am satisfied that the respondent has failed to comply with her obligations under sections 42 and 45 of the Act to repair damages caused by the tenant's wilful or negligent conduct and to maintain the rental premises in an ordinary state of cleanliness. I find the applicant's request for authorization to effect repairs to the damages caused by the respondent reasonable and

justified. Given the unclean and hazardous condition of the rental premises, and the uncertainty of whether or not the respondent will clean the premises adequately for the maintenance workers to effect repairs in a safe environment, I find it reasonable and justified to authorize the applicant to clean the rental premises in advance of effecting repairs if the respondent has not returned the rental premises to an ordinary state of cleanliness.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$140.00;
- requiring the respondent to pay her rent on time in the future;
- requiring the respondent to pay the costs of repairs in the amount of \$200.48;
- prohibiting the respondent from doing any further damage to the rental premises or residential complex;
- requiring the respondent to comply with her obligation to maintain the ordinary cleanliness of the rental premises;
- authorizing the applicant to effect any repairs of damages caused by the respondent's wilful or negligent conduct;
- authorizing the applicant to clean the rental premises in advance of effecting repairs if the respondent has not returned the rental premises to state of ordinary cleanliness.

Adelle Guigon
Rental Officer