

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

Date of the Hearing: April 4, 2018

Place of the Hearing: Fort Simpson, Northwest Territories

Appearances at Hearing: KK, representing the applicant

Date of Decision: April 4, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against RC as the respondent/tenant was filed by the Rental Office December 6, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, 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 committed an act causing a disturbance and compromising the safety of other tenants. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 4, 2018, in Fort Simpson. KK appeared representing the applicant. RC was served notice of the hearing by registered mail signed for January 15, 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.

Previous orders

Rental Officer Order Number 10-14656 issued August 13, 2015, required the respondent to pay rental arrears in the amount of \$2,403.80 in minimum monthly installments of \$200 starting in August 2015.

Rental Officer Order Number 10-15081 issued June 13, 2016, rescinded Rental Officer Order Number 10-14656, required the respondent to pay rental arrears in the amount of \$2,345.82, required the respondent to pay his future rent on time, terminated the tenancy agreement September 30, 2016, unless the rental arrears were paid in full and the rents for July, August, and September were paid on time, and evicted the respondent from the rental premises October 1, 2016, if the termination of the tenancy agreement became effective. The termination and eviction orders were not enforced by the applicant.

Rental arrears

The lease balance statement entered into evidence represents 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. No payments were received in five of the last 12 months of the tenancy.

The lease balance statement was submitted at hearing, at which time I noted there were three charges for damages which did not appear to have been paid and for which no evidence was submitted to support. The total for those charges was deducted from the statement balance to arrive at an amount representing the rental arrears. However, during preparation of these reasons for decision I conducted a more thorough review of the lease balance statement and discovered that those charges for damages have, in fact, been paid for. That being the case, the balance reflected on the lease balance statement does represent the amount of rental arrears accumulated and does not include any other charges.

I am satisfied the lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$2,068.49.

Disturbances

On September 29, 2017, the applicant was notified that the smoke alarm in the respondent's unit was continuously ringing. The applicant's maintenance personnel attended the rental premises and confirmed the smoke alarm was still ringing. They entered the premises and discovered that no one was present and a pot had been left unattended on the stove. The respondent was warned of the seriousness of such an action compromising the safety of the tenants in the residential complex and that if such an incident were to occur again the applicant would take actions to terminate the tenancy.

No previous similar incidents had occurred involving this respondent, nor had any previous complaints of disturbances been made against this respondent. No incidents have occurred since the September 29th incident. The respondent was not given notice to terminate the tenancy pursuant to subsection 54(1)(f) of the Act.

While I am satisfied that the respondent's negligent action created a situation which could have seriously compromised the safety of the occupants of the residential complex, and caused a disturbance to the landlord and other tenants of the residential complex, there is no historical pattern of similar behaviour for this respondent. This incident occurring appears to be out of character for the respondent. It is further mitigating that the respondent has not caused any disturbances since the incident occurred.

I am satisfied that an order should issue requiring the respondent to comply with his obligation not to cause disturbances and not to compromise the safety of the landlord and tenants. I am not satisfied that termination of the tenancy is justified due to this one-time incident.

Termination of the tenancy agreement and eviction

I am satisfied that termination of the tenancy agreement and eviction are justified in light of the respondent's repeated failure to pay his rent and the substantial amount of subsidized rental arrears. By agreement with the applicant's representative, the termination and eviction orders will be conditional on the respondent paying the rental arrears in full and paying his future rent on time. At hearing I miss-spoke and identified the termination date as June 30, 2018, and the eviction date as July 1, 2018. The intent was to provide the respondent with three months to show he could pay his rental arrears and pay his rent on time. The correct termination and eviction dates should be July 31, 2018, and August 1, 2018, respectively, and the order will reflect these dates.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,068.49;
- requiring the respondent to pay his future rent on time;
- requiring the respondent to comply with his obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, requiring the respondent not to breach that obligation again, and requiring the respondent not to commit an act or omission which seriously impairs the safety of the landlord or other tenants of the residential complex again;
- terminating the tenancy agreement July 31, 2018, unless the rental arrears are paid in full and the rents for May, June, and July are paid on time; and
- evicting the respondent from the rental premises August 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer