

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

MG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 18, 2018

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: April 18, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against MG as the respondent/tenant was filed by the Rental Office December 15, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the respondent by registered mail signed for January 19, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, and had failed to pay the costs of replacing the locks to the rental premises. An order was sought for payment of the rental arrears, payment for costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 18, 2018, in Fort Smith. The Rental Officer appeared by telephone. CS appeared representing the applicant. MG was served notice of the hearing by registered mail signed for January 19, 2018. 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 November 10, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 10-14951 issued January 21, 2016, required the respondent to pay rental arrears in the amount of \$3,285, terminated the tenancy agreement February 19, 2016, and evicted the respondent from the rental premises February 22, 2016.

Rental Officer Order Number 15440 issued March 8, 2017, required the respondent to pay rental arrears in the amount of \$1,020, required the respondent to pay future rent on time, terminated the tenancy agreement June 30, 2017, unless the rental arrears were paid in full and the rents for April, May, and June were paid on time, and evicted the respondent from the rental premises July 1, 2017, if the termination of the tenancy agreement became effective.

Rental arrears

The lease balance statements 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 insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

A security deposit of \$1,000 was charged at commencement of the tenancy on November 10, 2014, which was paid in full by January 7, 2015. The respondent was transferred from one unit to another on February 18, 2016, at which point the applicant charged another security deposit of \$1,000. There were no entries in the lease balance statements identifying a credit to the respondent for the first security deposit. Paragraph 9 of the written tenancy agreement identifies the security deposit for this tenancy as \$1,000. The respondent was improperly charged the second security deposit, therefore, I have deducted \$1,000 from the lease balance statement.

I am satisfied the amended lease balance statement accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay her rent in full when due, the respondent has failed to comply with a rental officer order to pay her future rent on time, and the respondent has accumulated rental arrears in the amount of \$2,514.

Damages

On April 13, 2017, the respondent requested that the locks to her rental premises be changed. The respondent was notified by the applicant that the cost for doing so would be hers to bear, given that there was no other reason to change them. The respondent agreed. The applicant only charged the respondent for labour to replace the locks as they were able to recycle the old locks.

I am satisfied the respondent is responsible for the costs of replacing the locks to the rental premises. I find the respondent liable to the applicant for the costs of repairs in the amount of \$56.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay her rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. 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 her future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,514;
- requiring the respondent to pay her future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$56;
- 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