

IN THE MATTER between **NTHC**, Applicant, and **AE, PE, and PE**, Respondents.

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-

AE and PE and PE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 16, 2018

Place of the Hearing: Fort Smith, Northwest Territories

Appearances at Hearing: CS, representing the applicant

Date of Decision: May 16, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the applicant/landlord against AE, PE, and PE as the respondents/tenants was filed by the Rental Office January 29, 2018. 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 respondents by registered mail signed for March 1, 2018.

The applicant alleged the respondents had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had failed to comply with a rental officer order to pay rental arrears and pay future rent on time, had caused damages to a rental premises, and had failed to clean a rental premises upon vacating. An order was sought for payment of rental arrears, payment of future rent on time, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 16, 2018, in Fort Smith, Northwest Territories. The Rental Officer appeared by telephone. CS appeared representing the applicant. AE, PE, and PE were served notices of the hearing by registered mail signed for March 1, 2018. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' 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, 2017. The tenancy has been continuous under the applicant's subsidized public housing program, despite the respondents being transferred from one unit to another during the tenancy. It was clarified at hearing that it was unnecessary for the applicant to file two separate applications to a rental officer given the unbroken continuity of the tenancy. That being the case, the two applications were heard together. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 15760 issued November 7, 2017, required the respondents to pay rental arrears in the amount of \$3,099.99, required the respondents to pay their future rent on time, required the respondents to pay for costs of repairs in the amount of \$124, terminated the tenancy agreement March 31, 2018, unless the rental arrears were paid in full and the rents for December 2017 to March 2018 were paid on time, and evicted the respondents from the rental premises April 1, 2018, 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 respondents' rent account. All rents have been subsidized and are currently assessed at \$610 per month. Insufficient payments have been made in five of the last six months of the tenancy (since the last rental officer order was issued).

I am satisfied the lease balance statements accurately reflect the current status of the respondents' rent account. I find the respondents have repeatedly failed to pay the full amount of their rent when due, have failed to comply with a rental officer order to pay their future rent on time and to pay their rental arrears in full, and have accumulated rental arrears since the last rental officer order in the amount of \$2,070.

Repairs and cleaning

On October 7, 2017, the respondents were transferred from one unit to another under paragraph 3 of their written tenancy agreement. An exit inspection was conducted which identified damaged floor tiles, one damaged bedroom door, multiple substantial holes in walls in the hallway, living room, dining room, kitchen, and one of the bedrooms, garbage and debris left behind, and that the walls, closets, floors, and stove/oven had not been cleaned. Photographs and work orders were also submitted which corroborate the exit inspection report. The costs claimed for repair of those items was allowed.

The applicant also claimed costs to replace the bathroom door and to repair kitchen cupboards, however, no evidence was presented establishing that either of those items were damaged at the time that the exit inspection was conducted. The costs claimed for the bathroom door and the kitchen cupboards were denied.

I am satisfied the respondents caused the claimed allowed damages and cleaning. I find the respondents liable to the applicant for costs of repairs and cleaning in the amount of \$2,819.12.

Termination of the tenancy agreement and eviction

In light of the respondents' repeated failure to pay their rent in full, their failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears they have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The applicant's representative testified that the respondents had entered into an agreement to pay on April 6, 2018, which they have so far complied with. At the request of the applicant's representative, the termination and eviction will be conditional on the respondents paying the rental arrears in full and paying their future rent on time.

Orders

An order will issue:

- requiring the respondents to pay rental arrears accumulated since the last rental officer order in the amount of \$2,070;
- requiring the respondents to pay their future rent on time;
- requiring the respondents to pay costs of repairs and cleaning in the amount of \$2,819.12;
- terminating the tenancy agreement August 31, 2018, unless the rental arrears are paid in full and the rents for June, July, and August are paid on time; and
- evicting the respondents from the rental premises September 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer