

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

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 4, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the applicant

Date of Decision: July 4, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against AD as the respondent/tenant was filed by the Rental Office January 2, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by email deemed received February 4, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

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 the rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for May 3, 2018, in Yellowknife. AB and JS appeared representing the applicant. AD was served notice of the hearing by email deemed received February 4, 2018, pursuant to subsection 4(4) of the Regulations. The respondent did not appear at the hearing, nor did anyone appear on the respondent's behalf. The applicant requested an adjournment *sine die* pending preparation of updated rent account documents and evidence supporting the alleged damages. Addendums to the application were sent to all parties by email on June 18, 2018.

The hearing was re-scheduled to July 4, 2018, in Yellowknife. AB appeared representing the applicant. AD was served notice of the hearing by email deemed received June 21, 2018, pursuant to subsection 4(4) of the Regulations. 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 May 21, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Damages

The applicant's representative testified that the claimed damages were for a broken window. However, the applicant's representative admitted to receiving information indicating that the window had been broken from the outside by children playing and not by either the respondent or persons the respondent permitted on the premises. As such, the claim for costs of repairs was withdrawn.

Rental arrears

The statements of account and lease balance statements (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. Either insufficient payments or no payments were received in 15 of the last 16 months of the tenancy. The charge for the mentioned damages remains on the rent documents, but the applicant's representative confirmed it will be deducted.

I am satisfied the amended rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$2,041.

Termination of the tenancy agreement and eviction

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

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,041;
- terminating the tenancy agreement July 31, 2018; and
- evicting the respondent from the rental premises August 1, 2018.

Adelle Guigon
Rental Officer