

IN THE MATTER between **NSHC**, Applicant, and **GG**, 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:

**NSHC**

Applicant/Landlord

-and-

**GG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 8, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** RB, representing the applicant  
KPD, Vice-Chairperson of the Board  
EK, Board Member

**Date of Decision:** August 8, 2018

**REASONS FOR DECISION**

An application to a rental officer made by NSHC as the applicant/landlord against GG as the respondent/tenant was filed by the Rental Office February 9, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent February 19, 2018, and an addendum to the application was personally served on the respondent June 14, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, had repeatedly failed to pay utilities, had repeatedly and unreasonably caused disturbances, and had failed to maintain the ordinary cleanliness of the yard to the rental premises. An order was sought for payment of rental arrears, payment of costs to clean the yard, termination of the tenancy agreement, and eviction.

A hearing was originally scheduled for May 31, 2018, in Yellowknife. RB appeared representing the applicant. GG appeared as respondent. During the course of the hearing, the respondent requested an adjournment in order to seek legal counsel. The adjournment was granted *sine die*, peremptory on the respondent.

The hearing was re-scheduled for August 8, 2018, in Yellowknife. RB, KPD, and EK appeared representing the applicant. GG was personally served notice of the hearing July 17, 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 housing commencing February 1, 1993. The respondent was transferred into the current rental premises February 1, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental arrears*

The tenant aged detail entered into evidence represents the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account as of June 8, 2018. All rents were subsidized and currently assessed at \$135 per month. The applicant's representative testified that the rents for July and August were due and had not been paid, and the tenant aged detail was adjusted accordingly. The last payment received against the rent account was recorded September 6, 2017, in the amount of \$340.

I am satisfied the adjusted tenant aged detail accurately reflects the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$2,225.

### *Utilities*

The applicant's representative testified that the respondent has always been responsible for the electricity to the rental premises. The applicant's representative testified that throughout the tenancy as long as the respondent provided proof of having paid the electricity bill he would receive a \$60 per month credit to his rent account. This practice is made out in the provided tenant aged detail, which clearly shows the \$60 credit each month throughout the tenancy up until September 2017. The applicant was notified by the local electricity provider in November 2017, February 2018, and April 2018, that the respondent had failed to pay his electricity bills and that either his electricity would be disconnected or a load limiter would be installed. Despite repeated requests from the applicant, the respondent has not submitted any proof of having paid the electricity bills since September 2017.

Although not specifically in the written tenancy agreement, I am satisfied the terms of the tenancy agreement included the obligation for the tenant to pay the electricity bills. Clearly the respondent did exactly that throughout the lengthy tenancy until recently. I am satisfied the respondent has repeatedly failed to comply with his obligation to his electricity bill.

### *Cleaning*

Subsection 45(2) of the Act requires the tenant to maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in a state of ordinary cleanliness.

Paragraph 15(b) of the written tenancy agreement specifies the tenant's obligation to keep the exterior of the leased premises in a good state of cleanliness and repair, and not to allow any substantial quantity of garbage or refuse to accumulate within the exterior bounds of the dwelling on the premises.

Photographic evidence was submitted establishing that the respondent had permitted garbage, old appliances, and grass cuttings to accumulate in the yard to the rental premises. Repeated requests were made of the respondent to clean up the yard, with no response. A work order was generated and a contractor was hired to clean the yard, at a cost to the applicant of \$1,206.33.

Based on the evidence presented, I am satisfied the respondent failed to comply with the obligation to maintain the ordinary cleanliness of the exterior of the rental premises. I find the respondent liable to the applicant for costs to clean the yard in the amount of \$1,206.33.

### *Disturbances*

The applicant's representative testified and provided evidence of complaints received regarding disturbances coming from the respondent's rental premises. The disturbances included permitting unauthorized occupants on the rental premises, intoxication, aggressive and disruptive behaviours from the respondent's visitors, loud noises, violence, allegations of drug use on the property, and feeding and encouraging the presence of wildlife (seagulls, ravens, foxes) in and around the property. Attempts to communicate with the respondent about the disturbances have been met with resistance and refusal to cooperate. Neighbouring tenants have repeatedly reported their insecurity with the respondent's behaviour and that of persons who visit the respondent.

I am satisfied the respondent is responsible for the disturbances as described, and I find the respondent has repeatedly and unreasonably failed to comply with the obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises.

*Termination of the tenancy agreement and eviction*

In light of the respondent's repeated failure to pay the rent, the substantial amount of subsidized rental arrears, and the repeated disturbances, I am satisfied termination of the tenancy agreement and eviction are justified. I acknowledge the NSHC's Board of Director's efforts to resolve the issues which have arisen with this elder tenant, and how difficult it was for them to decide to take the action to pursue eviction. Under the circumstances, I am in agreement with the applicant's representatives that termination of the tenancy agreement and eviction should be as soon as possible, and will be ordered for August 15<sup>th</sup> and 16<sup>th</sup>, respectively. That being the case, the rental arrears of \$2,225 will be adjusted to deduct half a month's rent of \$67.50 from the balance, and the respondent will be required to pay compensation for use and occupation of the rental premises for any days he remains there after August 15<sup>th</sup>.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,157.50;
  - requiring the respondent to pay costs of cleaning the yard in the amount of \$1,206.33;
  - terminating the tenancy agreement August 15, 2018;
  - evicting the respondent from the rental premises August 16, 2018; and
  - requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$4.44 for each day he remains in the rental premises after August 15, 2018, to a maximum of \$135 per month.
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Adelle Guigon  
Rental Officer