

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

SQ

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 6, 2018
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant TM, representing the applicant SQ, respondent CF, on behalf of the respondent
<u>Date of Decision:</u>	September 6, 2018

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against SQ and CN as the respondent/tenant was filed by the Rental Office June 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondent July 10, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had failed to pay costs for repairs. An order was sought for payment of the rental arrears, payment for the outstanding costs of repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for September 6, 2018, in Behchoko. BL and TM appeared representing the applicant. SQ appeared as respondent, with CF appearing on the respondent's behalf.

Preliminary matter

The application to a rental officer identified both SQ and CN as respondents. The parties agreed, and the written tenancy agreements identified, that while CN is an authorized occupant of the rental premises he is not in fact a tenant to the tenancy agreement. The parties agreed to amend the application to a rental officer to remove CN's name. The style of cause going forward will identify the respondent/tenant as SQ only.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing July 9, 2003. The parties agreed that the tenancy has been a sole tenancy without interruption since commencement, and that it involved transfers to different rental premises in April 2005 and May 2015. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order Number 10-13599 issued September 23, 2013, required the respondent to pay rental arrears in the amount of \$4,103 in minimum monthly installments of \$60 starting in October 2013, required the respondent to pay rent on time in the future, required the respondent to effect repairs to the rental premises by November 30, 2013, and authorized the applicant to complete any repairs which the respondent failed to complete as directed. Although not entirely in compliance with the minimum monthly installment plan, the respondent has effectively paid the ordered rental arrears.

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 made against the respondent's rent account. All rents have been subsidized and are currently assessed at \$345 per month. Either insufficient payments or no payments were received in 25 of the last 36 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's accounting, acknowledging the debt and accepting responsibility for it. Her mother was also present and indicated that now that she knew about the financial debt the respondent had accumulated she was prepared to help resolve the debt. It was understood by both the respondent and her mother that the responsibility to ensure the full amount of rent was paid each and every month lies with the respondent alone, as does the ultimate responsibility to pay the rental arrears.

The respondent's mother indicated that she believed there may be a couple of payments she made which were not reflected in the rent documents. She was given an opportunity to prove those payments, upon which an order for payment of rental arrears would reflect the amended amount. However, the required evidence was not received by the time this order was written.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the full amount of rent when due, has failed to comply with a rental officer order to pay the rent on time in the future, and has accumulated rental arrears in the amount of \$11,775.49.

Costs of repairs

The applicant claimed in the application to a rental officer that the respondent had outstanding costs of repairs. The only reference to the claimed damages are three entries in the rent documents from 2005, 2013, and 2015. No evidence of what the damages constituted, how the damages occurred, whether or not any of the damages were pre-existing the respondent's occupancy of each of the relevant rental premises, and no entry or exit inspection reports were entered into evidence to support the applicant's claims. Additionally, all of the damages occurred well past the six-month time limitation set out in section 68(1) of the Act. Consequently, the applicant's claim for costs of repairs is denied.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the rent in full when due and the substantial amount of subsidized rental arrears, I am satisfied termination of the tenancy agreement and eviction are justified. However, by agreement between the parties, the respondent is granted an lengthy conditional termination order dependent on the respondent paying at least \$930 towards the rental arrears by the end of March 2019 and paying future rent on time. No eviction order will issue.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$11,775.49;
- requiring the respondent to pay future rent on time; and
- terminating the tenancy agreement March 31, 2019, unless at least \$930 is paid towards the rental arrears and the rents for October through March are paid on time.

Adelle Guigon
Rental Officer