

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

**RD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 3, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>EN, representing the Applicant BK, representing the Applicant RD, Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 3, 2018</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NTHC as the Applicant/Landlord against RD as the Respondent/Tenant was filed by the Rental Office August 7, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Wekweeti, Northwest Territories. The filed application was personally served on the Respondent August 22, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had caused disturbances, and had failed to pay for the utilities to the rental premises. An order was sought for payment of the rental arrears, payment of rent on time in the future, payment of costs for repairs, compliance with the obligation not to cause disturbances and not to breach that obligation again, compliance with the obligation to pay for the utilities and not to breach that obligation again, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for October 3, 2018, by three-way teleconference. EN and BK appeared representing the Applicant. RD appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements and ledger cards (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 \$580 per month. Either insufficient payments or no payments were received in nine of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. Since filing of the application to a rental officer, the Respondent's pre-authorized bi-weekly payments have successfully stabilized, resulting in regular payments each month in amounts which exceed the subsidized rent. Those payments have also essentially complied with the terms of a last chance agreement entered into April 26, 2018. The Respondent expects to have the rental arrears paid in full within the next three months, and has committed to ensuring the rent gets paid in full and on time going forward.

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 rent in full when due and has accumulated rental arrears in the amount of \$1,415.

#### *Disturbances*

The Applicant's representatives and the Respondent agreed and documentary evidence supported that there have been several complaints lodged against the Respondent by other tenants regarding disturbances involving disruptive behaviour, parties, and extreme noise occurring late at night and into the early morning. The Applicant's representatives and the Respondent agreed that there have been no complaints received since June 2018.

The Respondent acknowledged the disturbances and accepted responsibility for them. The Respondent said that he had been often leaving the rental premises unlocked while he was away, but has stopped doing so. He also admitted that he has made concerted efforts to clean up his act, which has resulted in the recent lack of complaints.

I am satisfied the Respondent is responsible for repeated disturbances which have occurred. I find the Respondent has failed to comply with the obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex.

#### *Damages*

The Applicant claimed costs for: repairing the exterior door, storm door, and jamb; replacing three interior doors and three interior closet doors; and replacing a port of the exterior vinyl siding. The total costs claimed for those repairs amounts to \$7,700.

The Respondent did not dispute his responsibility for any of the claimed damages and accepted responsibility for the costs as claimed.

I am satisfied the Respondent is responsible for the claimed damages and I find the Respondent liable to the Applicant for costs of repairs in the amount of \$7,700.

#### *Utilities*

Paragraph 8 of the written tenancy agreement sets out the tenant's responsibility to pay for utilities, including electricity.

The Applicant's representative testified and provided evidence supporting that the electricity to the rental premises had been cut off some time in June 2018. The Respondent confirmed that he had failed to pay the electricity bill which resulted in the power being cut off. The bill has since been paid and the electricity has been turned back on at the rental premises.

I am satisfied the Respondent failed to pay the utility bill which resulted in the electricity being cut off to the rental premises. I find the Respondent has failed to comply with the obligation to pay for utilities to the rental premises.

#### *Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the full amount of rent when due and the amount of subsidized rental arrears accumulated, I am satisfied the Applicant's request to terminate the tenancy agreement and evict the tenant is reasonably justified. Given the Respondent's recent successful efforts to resolve the arrears and pay the rent in full when due, and the Respondent's commitment to continue doing so, I am satisfied the termination and eviction orders can reasonably be issued conditional on the payment of the rental arrears in full and the payment of future rent on time. To be clear, the termination and eviction orders are not being issued in consideration of any of the disturbances, damages, or utilities issues.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,415;
- requiring the Respondent to pay rent on time in the future;
- requiring the Respondent to pay costs of repairs in the amount of \$7,700;
- requiring the Respondent to comply with the obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and not to breach that obligation again;
- requiring the Respondent to comply with the obligation to pay utilities as required, and not to breach that obligation again;
- terminating the tenancy agreement January 31, 2019, unless the rental arrears of \$1,415 are paid in full and the rents for November, December, and January are paid on time; and
- evicting the Respondent from the rental premises February 1, 2019, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer