

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

CG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 11, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DM, representing the Applicant
<u>Date of Decision:</u>	October 28, 2018

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against CG as the Respondent/Tenant was filed by the Rental Office August 22, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail signed for September 13, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of costs for repairs and cleaning, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for October 11, 2018, by three-way teleconference. DM appeared representing the Applicant. CG was served notice of the hearing by registered mail signed for September 13, 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 public housing commencing December 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears and utilities

The lease balance statements 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 9 of the last 12 months of the tenancy.

On April 1, 2018, the Respondent was transferred from one rental premises to another pursuant to paragraph 3 of the written tenancy agreements, which provides for the reallocation of rental premises under the respective subsidized public housing programs. The Respondent is responsible for filling the heating fuel tank at the rental premises. When the Applicant conducted the exit inspection of the previous rental premises it was noted that the heating fuel tank had not been filled. The Applicant claimed costs to fill the heating fuel tank in the amount of \$1,033.46.

Despite failing to pay the rents in full when due, payments received in April and September were of sufficient amounts to result in a rent credit of \$530, which was applied against the utilities arrears.

It should be noted as well that an unpaid portion of the security deposit charged against the new (current) rental premises in the amount of \$500 was identified within the lease balance statement and included in the balance total. That outstanding security deposit has not been included in the arrears considered under this application.

I am satisfied the lease balance statement accurately reflects 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, and has accumulated utilities arrears in the amount of \$503.46.

Repairs and cleaning

An exit inspection was conducted of the previous rental premises on June 1, 2018, after unsuccessful attempts to provide the Respondent with the opportunity to clean the rental premises herself. The entry and exit inspection reports, a photograph of a broken interior door, and corresponding invoices for work performed were entered as exhibits.

The Applicant claimed costs to replace a damaged bedroom door, cleaning the yard, and extensive cleaning to the interior of the rental premises in the amount of \$1,511.49, against which the security deposit for the previous rental premises of \$501.31 was retained.

I am satisfied the claimed damages and cleaning to the previous rental premises were the Respondent's responsibility. I find the Respondent liable to the Applicant for the outstanding costs of repairs and cleaning in the amount of \$1,010.18.

Termination of the tenancy agreement and eviction

Primarily in light of the Respondent's repeated failure to pay the full amount of the rent when due, as well as in consideration of the outstanding utilities arrears, I am satisfied that the requested conditional termination and eviction orders are justified and reasonable. Those orders will be dependent on the Respondent paying the utilities arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rent on time in the future;
- requiring the Respondent to pay utilities arrears in the amount of \$503.46;
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$1,010.18;
- terminating the tenancy agreement January 31, 2019, unless the utilities arrears 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.

Adelle Guigon
Rental Officer