

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

**PW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 18, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>JBM, representing the Applicant AW, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 18, 2018</b>

**REASONS FOR DECISION**

An application to a rental officer made by NWHHA on behalf of the NTHC as the Applicant/Landlord against PW as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served November 26, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had failed to leave the rental premises in an ordinary state of cleanliness, had permitted unauthorized occupants to reside with her at the rental premises, and had failed to report the income of the unauthorized occupants. An order was sought for payment of rental arrears, payment of costs for repairs and cleaning, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, by three-way teleconference. JBM and AW appeared representing the Applicant. PW was served notice of the hearing by registered mail deemed served November 26, 2018. Neither a telephone number nor an email address was provided for the Respondent. 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 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 September 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

*Rental arrears*

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. No payments were received in four of the last 12 months of the tenancy.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$240, which represents approximately three months' subsidized rent.

*Unauthorized occupant*

The Applicant's representative testified that they had received information suggesting two persons had been residing with the Respondent at the rental premises. A notice was sent to Respondent October 11, 2018, regarding the allegation and requesting income information for the unauthorized occupants.

Section 5 of the written tenancy agreement requires the Tenant to obtain the prior written consent of the Landlord for any additional occupants to the rental premises. Section 6 of the written tenancy agreement requires the Tenant to provide the Landlord with the income information of all authorized adult occupants.

The Respondent had not made any requests to the Applicant for authorization for any additional occupants. However, the Applicant had no direct evidence to support the allegation that the Respondent had any unauthorized occupants residing with her. The Applicant's representative acknowledged that the Respondent had twice denied that any unauthorized occupants were living with her. The Respondent did acknowledge to the Applicant's representative that the father of her children had been visiting in November, but denied that he was living with her.

In the absence of substantive evidence that the Respondent had permitted unauthorized persons to live with her, I am not satisfied that the Respondent has failed to comply with either of her obligations under sections 5 and 6 of the written tenancy agreement.

*Repairs and cleaning*

Section 3 of the written tenancy agreement provides for the Tenant to be transferred to other rental premises without compromising the existing tenancy agreement.

The Respondent was transferred in compliance with section 3 of the written tenancy agreement from one rental premises to another on June 1, 2018. The Respondent was given ample opportunity to effect repairs and clean the previous rental premises themselves. The Respondent did not follow through. The Applicant conducted an exit inspection and took photographs of the rental premises on June 18, 2018, and claimed costs to replace the interior porch door, patch and paint damaged walls, replace nine stained or damaged floor tiles, repair kitchen drawer handles and a lazy susan shelf, replace three interior doors, repair bathroom hardware, replace missing electrical outlet covers, replace one broken lock, and cleaning throughout. The entry/exit inspection report, photographs, work orders, and invoices entered into evidence support all the Landlord's claims except one: the report and photographs only identify one missing electrical outlet cover but the related work order charges the Respondent for replacing seven covers. It was agreed at hearing to deduct \$4.69 for six outlet covers from the total costs claimed for repairs and cleaning.

Subsection 12(b) of the written tenancy agreement requires the Tenant to pay for costs of repairs within a reasonable time. Subsection 45(1) of the Act requires the Tenant to comply with any additional obligations included in a written tenancy agreement.

The Respondent was invoiced for the costs of repairs and cleaning to the previous rental premises in October 2018. No payments have been received to date towards those arrears. While I would not necessarily expect a tenant in subsidized public housing to pay such a substantial amount of arrears right away, I do not believe it is unreasonable to expect some effort to pay the arrears should have been made by now.

I am satisfied the Respondent is responsible for the damages and uncleanliness at the previous rental premises. I find the Respondent has failed to comply with their obligation to pay costs of repairs within a reasonable time and I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the adjusted amount of \$3,659.89.

*Further damages and uncleanliness*

The Applicant's representative testified and evidence was presented establishing that further damages have occurred at the current rental premises, and that the current rental premises has not been kept in an ordinary state of cleanliness.

Subsection 12(a) of the written tenancy agreement and Subsection 45(2) of the Act both require the Tenant to maintain the rental premises in a state of ordinary cleanliness.

During a home visit conducted November 23, 2018, at the current rental premises, the Applicant's representative observed writing on nearly all the walls and that ordinary cleanliness was not being maintained. Photographs taken during the home visit support the Applicant's testimony.

I am satisfied that the writings on the walls constitute both damages and uncleanliness, and I am satisfied that the scattered clothing and garbage constitute a less-than-ordinary state of cleanliness. I find the Respondent has failed to comply with her obligations not to cause damages and to maintain the ordinary cleanliness of the rental premises.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay rent when due, the amount of subsidized rental arrears accumulated, and the continuing pattern of permitting damages to occur to the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified. However, to my mind – and by agreement with the Applicant's representative – it seems reasonable to give the Respondent an opportunity to resolve the issues that have arisen and to prove she is capable of complying with her obligations as a tenant. To that end, the termination and eviction orders will be conditional on the Respondent paying the rental arrears of \$240 in full by the end of March 2019, paying future subsidized rents on time, and causing no further damages to the rental premises.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$240 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$3,659.89 (p. 42(3)(e), p. 45(4)(d));
- requiring the Respondent to comply with their obligation to maintain the ordinary cleanliness of the rental premises (p. 45(4)(a));
- requiring the Respondent to comply with their obligation to pay costs of repairs within a reasonable time in accordance with subsection 12(b) of the written tenancy agreement (p. 45(4)(a));
- prohibiting the Respondent from causing any further damages to the rental premises (p. 42(3)(b));
- requiring the Respondent to comply with their obligation not to disturb the landlord's or other tenants' enjoyment or possession of the rental premises or residential complex (p. 43(3)(a));
- terminating the tenancy agreement March 31, 2019, unless the rental arrears of \$240 are paid in full, the monthly subsidized rents are paid on time, and no further damages are caused to the rental premises by the Respondent or by persons permitted on the rental premises by the Respondent (p. 41(4)(c), p. 42(3)(f), ss. 83(2));
- evicting the Respondent from the rental premises April 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer