

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

KG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 18, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	December 18, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against KG 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 Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 4, 2018.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay costs for repairs in a reasonable period of time. An order was sought for payment of rental arrears, payment of costs for repairs, prohibition from causing further damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. KG was served notice of the hearing by registered mail signed for December 4, 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 October 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16129 issued August 22, 2018, required the Respondent to pay rental arrears in the amount of \$80 and required the Respondent to pay costs of repairs in the amount of \$92.12.

Rental arrears

The lease balance statements and statements of account (rent statements) 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 have been received in four of the last 12 months of the tenancy.

I am satisfied the rent statements 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 \$80, which represents approximately one month's subsidized rent.

Repairs

Subsection 45(1) of the Act requires the Tenant to comply with additional obligations set out in a written tenancy agreement. Subsection 12(b) of the written tenancy agreement requires the Tenant to pay to the Landlord costs of repairs of damages for which the Tenant is responsible within a reasonable time.

The costs of repairs ordered paid under Rental Officer Order Number 16129 remain outstanding. The repairs themselves were to the back door of the rental premises, and the Respondent was invoiced for the costs of repairs in April 2018.

In July 2018 the Respondent asked the Applicant to replace the locks to the rental premises. The Applicant complied with the Respondent's request, charging the Respondent \$53 for the work. The Respondent was invoiced for the work in September 2018. To date, the \$53 charge remains outstanding.

The Applicant's representative testified that the Respondent is very difficult to contact and never responds to requests for communication.

To my mind, four additional months to pay \$92.12 and three months to pay \$53 are more than reasonable periods of time, even for a tenant in subsidized public housing. I find the Respondent has failed to comply with a rental officer order to pay costs of repairs, the Respondent has failed to comply with her obligation to pay costs of repairs in a reasonable time, and the Respondent is liable to the Applicant for additional costs of repairs in the amount of \$53.

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 Respondent's repeated pattern of failing to pay for costs of repairs within a reasonable time, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full, paying monthly 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 \$80 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$53 (p. 42(3)(e));
- requiring the Respondent to comply with the obligation to pay for 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 further damages to the rental premises (p. 42(3)(b));
- terminating the tenancy agreement March 31, 2019, unless the rental arrears are paid in full, the monthly subsidized rents are paid on time, and no further damages are caused to the rental premises (p. 41(4)(c), p. 42(3)(f), ss. 83(2)); and
- 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)).

Adelle Guigon
Rental Officer