

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

PH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 20, 2019

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: March 20, 2019

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHCas the Applicant/Landlord against PH as the Respondent/Tenant was filed by the Rental Office January 30, 2019. 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 deemed served March 11, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had failed to maintain the ordinary cleanliness of the yard, had failed to pay for costs of cleaning the yard, and had failed to comply with a rental officer order to pay future rent on time. An order was sought for payment of the rental arrears, payment of the costs for maintaining the yard, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 20, 2019, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. PH was served notice of the hearing by registered mail deemed served March 11, 2019. The Respondent's telephone number provided in the file is no longer in service. No email address was provided. 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 housing under the Applicant's Homeownership Entry Level Program (HELP) commencing August 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15639 issued June 7, 2017, required the Respondent to pay subsidized rental arrears in the amount of \$2,750 and required the Respondent to pay cost of repairs in the amount of \$117.30. The monetary orders were ultimately paid in full through a CRA garnishment on March 21, 2018.

Rental arrears

The lease balance statements and statements of rent account (rent 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 \$400 per month. Either insufficient payments or no payments were received in five 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 the rent in full when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$2,150. That amount represents approximately six months' subsidized rent.

Yard maintenance

Subsection 45(2) of the Act requires the tenant to maintain the ordinary cleanliness of the rental premises and all services and facilities that the tenant has exclusive use of. Subsection 12(a) of the written tenancy agreement holds the Tenant responsible for the ordinary maintenance and cleanliness of the property.

In July 2018, the Applicant received a complaint regarding the Respondent's failure to maintain the yard. The Applicant's representative conducted a visual inspection of the property and verified that the lawn had not been maintained. After giving the Respondent an opportunity to remedy the situation, the Applicant's maintenance personnel mowed the lawn in August 2018 and the Respondent was charged \$75 for the service.

I am satisfied the Respondent did not maintain the yard of the rental premises, which she has exclusive use of under the tenancy agreement. I find the Respondent failed to comply with her obligation to maintain the ordinary cleanliness of the rental premises, and I find the Respondent liable to the Applicant for the costs to clean the yard in the amount of \$75.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated and ongoing failure to pay the rent when due, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. The Applicant's representative expressed a desire to give the Respondent an opportunity to prove she could comply with her obligation to pay the rent when due and hesitantly suggested longer-term conditional termination and eviction orders. In turn, I suggested tiered conditional termination and eviction orders so that there would effectively be two termination dates with the first date dependent on the Respondent paying the rental arrears in full and paying the subsidized rents on time and the second date being dependent on the subsidized rents being paid on time. The Applicant's representative agreed to the suggested tiered conditional termination and eviction orders.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,150.00 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay the costs of cleaning the yard in the amount of \$75.00 (p. 45(4)(d));
- terminating the tenancy agreement June 30, 2019, and evicting the Respondent from the rental premises July 1, 2019, unless the rental arrears are paid in full and the subsidized rents for April, May, and June are paid on time (p. 41(4)(c), ss. 83(2));
- terminating the tenancy agreement September 30, 2019, and evicting the Respondent from the rental premises October 1, 2019, unless the subsidized rents for July, August, and September are paid on time (p. 41(4)(c), ss. 83(2));

Adelle Guigon
Rental Officer