

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

HF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 16, 2019

Place of the Hearing: Fort McPherson, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: April 16, 2019

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of the NTHC as the Applicant/Landlord against HF as the Respondent/Tenant was filed by the Rental Office February 21, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served April 4, 2019, 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, 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, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for April 16, 2019, in Fort McPherson. The Rental Officer appeared by telephone. SW appeared representing the Applicant. HF was sent notice of the hearing by registered mail deemed served April 4, 2019, and was subsequently sent the notice of hearing by email on April 13, 2019. 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 February 11, 2013. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15891 issued April 17, 2018, required the Respondent to pay rental arrears in the amount of \$2,798.52; required the Respondent to pay future rent on time; required the Respondent to pay costs of repairs in the amount of \$50; terminated the tenancy agreement July 31, 2018, unless the rental arrears were paid in full and the monthly subsidized

rents for May, June, and July were paid on time; and evicted the Respondent from the rental premises August 1, 2018, if the termination of the tenancy agreement became effective. The Applicant agreed to delay enforcement of the eviction order pending the Respondent's payment in full of the rental arrears. The Respondent essentially complied and the Applicant did not enforce the eviction order, effectively reinstating the tenancy as of August 1, 2018.

Rental arrears

The lease balance statement entered into evidence represents 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 \$555 per month. Either insufficient payments or no payments have been received in five of the last nine months of the tenancy.

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 rent 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 \$1,468.63. That amount represents approximately three months' subsidized rent.

Repairs

On March 2, 2019, the Respondent called the after-hours call line seeking access to her rental premises after locking herself out. The call came in at 7:50 p.m. The on-call personnel responded to the call and let the Respondent into the rental premises, resulting in an after-hours call-out charge of \$50 to the Respondent. That charge has not as yet been paid by the Respondent.

I am satisfied the Respondent is responsible for locking herself out of the rental premises. I find the Respondent liable to the Applicant for costs associated with the call-out in the amount of \$50.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and the amount of subsidized rental arrears that have accumulated, as well as the Respondent's failure to comply with a rental officer order, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,468.23 (p. 41(4)(a));
- requiring the Respondent to pay call-out charges in the amount of \$50 (p. 42(3)(e));
- terminating the tenancy agreement May 31, 2019 (p. 41(4)(c));
- evicting the Respondent from the rental premises June 1, 2019 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day she remains in the rental premises after May 31, 2019, to a maximum of \$1,445 per month.

Adelle Guigon
Rental Officer