

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

SN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2019

Place of the Hearing: Deline, Northwest Territories

Appearances at Hearing: MH, representing the Applicant

Date of Decision: May 22, 2019

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against SN as the Respondent/Tenant was filed by the Rental Office April 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent April 25, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, had caused damages to the rental premises, and had failed to pay the costs of repairs in a reasonable time. An order was sought for payment of rental arrears, payment of future rent on time, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 22, 2019, in Deline. MH appeared representing the Applicant. SN was personally served notice of the hearing April 25, 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 *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, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15330 issued November 3, 2016, required the Respondent to pay rental arrears in the amount of \$901; required the Respondent to pay future rent on time; and terminated the tenancy agreement February 28, 2017, unless the rental arrears were paid in full and the monthly subsidized rents for December, January, and February were paid on time. The rental arrears were not paid in full until October 27, 2017. Despite the Respondent being technically non-compliant with the payment requirements, the Landlord did not enforce the conditional termination order. The tenancy agreement was effectively reinstated as of March 1, 2017.

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 \$70 per month. Either insufficient payments or no payments were made in 18 of the last 24 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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$1,172.09. That amount represents approximately 17 months' subsidized rent.

Damages

The Applicant provided work orders and invoices issued to the Respondent for costs to replace two broken windows and window cranks, and to repair an exterior door jamb and replace the backset. The costs of repairs amounted to \$1,333.50. No payments have been received against those costs to date. Neither is the Respondent present to dispute her liability for the damages. The damages were documented as occurring from the inside of the rental premises.

I am satisfied the Respondent is responsible for the claimed damages. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$1,333.50.

Termination of the tenancy agreement and eviction

At hearing, given the substantial amount of rental arrears and the Respondent's lack of responsiveness to comply with her obligations, the Applicant's representative withdrew their request for an order to pay future rent on time. The Applicant's representative confirmed their request for unconditional termination and eviction orders.

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with a rental officer order, and the substantial amount of subsidized rental arrears that have accumulated, 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 \$1,172.09 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs in the amount of \$1,333.50 (p. 42(3)(e));
- terminating the tenancy agreement June 30, 2019 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises July 1, 2019 (p. 63(4)(a)).

Adelle Guigon
Rental Officer