

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

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2019, and August 20, 2019

Place of the Hearing: Deline and Yellowknife, Northwest Territories

Appearances at Hearing: MH, representing the Applicant
RM, Respondent

Date of Decision: August 20, 2019

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against RM 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 in full when due, 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 for the costs of repairs in a reasonable time. An order was sought for payment of the 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. RM appeared as Respondent. The hearing was adjourned *sine die* pending receipt of additional documents. The continuation of the hearing was scheduled for August 20, 2019, by three-way teleconference. The Applicant was served notice of the hearing by email deemed received August 3, 2019, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations). The Respondent was served notice of the hearing by registered mail signed for August 7, 2019. Neither the Applicant nor the Respondent appeared at the hearing. Deliberation was had based on the evidence provided at the May 22, 2019, hearing and supplementary evidence received prior to August 20, 2019.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing June 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous orders

Rental Officer Order Number 20-11858 issued January 18, 2011, required the Respondent to pay rental arrears in the amount of \$345; terminated the tenancy agreement March 31, 2011, unless the rental arrears were paid in full; and required the Respondent to pay future rent on time. The monetary order was satisfied and the tenancy continued uninterrupted.

Rental Officer Order Number 20-14593 issued April 30, 2015, required the Respondent to pay rental arrears in the amount of \$625 in minimum monthly installments of \$104.17 and required the Respondent to pay future rent on time. The monetary order was satisfied.

Rental Officer Order Number 15333 issued November 3, 2016, required the Respondent to pay rental arrears in the amount of \$1,182.88; required the Respondent to pay future rent on time; 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; and evicted the Respondent from the rental premises March 1, 2017, if the termination of the tenancy agreement became effective. The monetary orders were satisfied and the tenancy continued uninterrupted.

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..

The Respondent at hearing did not dispute that she carried rental arrears and expected to have the rental arrears paid in full by the end of June. She did, however, question the accuracy of the accounting. She expressed uncertainty as to whether or not all the payments made on her behalf through employer payroll deductions were reflected in the lease balance statement. The payroll deductions started in December 2018. The hearing was adjourned *sine die* so that the Respondent could collect proof of payments and/or pay stubs from her employer to verify what payments were made to the Applicant, and so that the Applicant could cross-reference those payments against what is recorded in their accounting system.

The Respondent provided the pay stubs to the Applicant in early June. The Applicant cross-referenced the pay stubs with the accounting system records and confirmed that all payroll deductions have been accounted for.

The last lease balance statement entered into evidence was printed June 12, 2019, as such I only considered the status of the account as of that date. All rents have been subsidized and are currently assessed at \$555 per month. Either insufficient payments or no payments were received in five of the last 11 months of the tenancy. It is worth noting that the Respondent has successfully paid at least the monthly subsidized rent in full within the month it was due in each of January, February, March, April, and May.

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 in full when due, has failed to comply with rental officer orders to pay future rent on time, and has accumulated rental arrears in the amount of \$1,087.88 as of June 12, 2019. That amount represents approximately two months' subsidized rent.

Damages

The Applicant provided evidence regarding a damaged exterior door knob occurring in July 2018. The door knob was replaced and new keys were cut, and the Respondent was invoiced at the time in the amount of \$169.41. No payments were received against the costs of repairs.

The Respondent did not dispute her responsibility for the damages and acknowledged the debt when she signed a last chance agreement in March 2019.

Paragraph 12(b) of the written tenancy agreement stipulates the Tenant's obligation to pay for the costs of repairs of damages caused by the Tenant or persons permitted on the premises by the Tenant "within a reasonable time". This debt is 11 months old as of June 12, 2019.

I am satisfied the Respondent is responsible for the claimed damages. I find the Respondent liable for the costs of repairing the exterior door knob and replacing the keys. I find the Respondent has failed to comply with their obligation to pay for the costs of repairs within a reasonable time.

Termination of the tenancy agreement and eviction

Despite my findings that the Respondent has repeatedly failed to pay the rent in full when due, has failed to comply with rental officer orders to pay future rent on time, and has accumulated rental arrears, given the Respondent's recent successful efforts to address paying the rent and paying the rental arrears and the Applicant's apparent lack of interest in pursuing termination of the tenancy agreement and eviction, I am not satisfied termination of the tenancy agreement and eviction are justified in this case. The Applicant's original request for termination and eviction orders is denied.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears accumulated as of June 12, 2019, in the amount of \$1,087.88 (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 \$169.41 (p. 42(3)(e)); and
- requiring the Respondent to comply with their obligation to pay for costs of repairs within a reasonable time (p. 45(4)(a)).

Adelle Guigon
Rental Officer