

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

MM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 19, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AB, representing the Applicant

Date of Decision: November 19, 2019

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office October 7, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for October 18, 2019.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had caused damages to the rental premises, had repeatedly failed to comply with the obligation to pay for utilities, and had repeatedly failed to comply with the obligation not to keep pets in the rental premises. An order was sought for payment of rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 19, 2019, in Yellowknife. AB appeared representing the Applicant. MM was served notice of the hearing by registered mail signed for October 18, 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 4, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 \$80 per month. No payments have been received in 10 of the last 12 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 rent when due and has accumulated rental arrears in the amount of \$515. That amount represents approximately seven months' subsidized rent.

Damages

A lock change and removal of a smoke alarm were mentioned in the reasons for the application to a rental officer, and the lease balance statement included a charge of \$69.30 on September 20, 2019, described as being for "TD-227094, Sept 17, 2019 replaced Deadbolt". However, no evidence of the nature of the alleged damages was included in the application package, nor were any work orders or invoices included. Consequently, being unsatisfied that the Respondent was responsible for the claimed damages, the costs for repairs were denied.

Utilities

Section 45(1) of the Act requires the Tenant to comply with any additional obligations included in a written tenancy agreement.

Section 8 of the written tenancy agreement specifies the Tenant's responsibility for all utilities, including electricity.

Evidence was presented in the form of notices from the local electricity provider advising the Landlord that the Respondent had failed to pay her electricity bills resulting in impending electricity disconnections. Such notices were received no less than five times between July 2018 and September 2019.

I am satisfied that the Respondent has repeatedly failed to comply with her obligation to maintain the electricity account for the rental premises.

Pets

Section 45(1) of the Act requires the Tenant to comply with any additional obligations included in a written tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Schedule B to the written tenancy agreement includes a large stamp saying “NO PETS ALLOWED”, and section 19 of the addendum to the tenancy agreement (subtitled “The Terms and Conditions of Occupancy / House Rules) clearly establishes that all pets are prohibited in public housing units or on the grounds of the premises, including pets of guests. The Respondent signed both the main body of the written tenancy agreement and the addendum to the tenancy agreement on April 4, 2018.

By August 2018 the Landlord had learned that the Respondent was keeping two cats in the rental premises and sent notices to the Respondent reminding her of the pet prohibition and warning her to remove the pets from the rental premises. The Respondent still had the pets In October 2018, at which time the Applicant sent another notice to remove the pets. They also provided the Respondent with the Landlord’s policy requirements for special care animals. If the required documents from either “an occupational therapist for physical disabilities, a specialized physician, or a mental health professional such as a psychiatrist or psychologist” were provided confirming the pets as support animals then the Landlord could have lifted the pet prohibition for this Tenant. In January 2019 the Respondent texted a picture of a general practitioner’s letter of support for the Respondent to keep the pets for emotional support. The policy requirements for special care animals was again forwarded to the Respondent highlighting what type of medical professionals the required documents must come from to be able to lift the pet prohibition. No further documents were received from the Respondent. In September 2019 the Applicant again learned that the Respondent was still keeping two cats in the rental premises.

I am satisfied the Respondent was fully aware of the prohibition against keeping pets in the rental premises when she entered into the tenancy agreement. By signing the tenancy agreement and addendum to the tenancy agreement she agreed not to keep pets in the rental premises. I am further satisfied that the Respondent was given ample and repeated opportunities to either remove the pets from the rental premises or provide documents from approved medical practitioners to have the pets identified as support animals in order to lift the pet prohibition. The Respondent has failed to comply with either of those requirements. I find the Respondent has repeatedly failed to comply with her obligation not to keep pets in the rental premises.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due and the substantial amount of subsidized rental arrears that have accumulated, in addition to the Respondent's failure to comply with the obligations to maintain the utilities accounts and not to keep pets in the rental premises, 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 future rent on time, paying the electricity bills, and removing the pets from the rental premises.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$515 (p. 41(4)(a));
- requiring the Respondent to pay her future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with her obligation to maintain the electricity account to the rental premises, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to comply with her obligation not to keep pets in the rental premises, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement February 29, 2020, unless the rental arrears are paid in full, the monthly subsidized rents for December, January, and February are paid on time, no further reports of the Respondent's failure to pay the electricity bill are received by the Applicant, and pets are no longer being kept in the rental premises (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises March 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer