

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

LP

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 LP 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, and had repeatedly failed to comply with the obligation to pay utilities. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 19, 2019, in Yellowknife. AB appeared representing the Applicant. LP 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 her 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 commencing for subsidized public housing January 10, 2008. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The provided lease balance statement 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 \$365 per month. No payments were received in eight 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 the rent when due and has accumulated rental arrears in the amount of \$2,820. That amount represents approximately eight months' subsidized rent.

Utilities

Subsection 45(1) of the Act requires tenants to comply with additional obligations that are included in a written tenancy agreement.

Section 8 of the written tenancy agreement specifies that the Tenant is responsible for all utilities to the rental premises, including electricity.

The Applicant presented evidence establishing that the Respondent has repeatedly failed to pay their electricity bills. Notices of impending electricity disconnection at the rental premises due to the Respondent's failure to pay their electricity bills were received by the Applicant from the local electricity provider on September 10, 2018, June 12, 2019, and September 13, 2019.

I am satisfied that the Respondent has repeatedly failed to pay her electricity bills. I find the Respondent has failed to comply with her obligation to pay the electricity bills for the rental premises, contrary to section 8 of the written tenancy agreement and subsection 45(1) of the Act.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent, the substantial amount of subsidized rental arrears that have accumulated, and the Respondent's repeated failure to comply with the obligation to pay the electricity bills, 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, on the Respondent paying future rent on time, and on no further reports of the Respondent failing to pay utilities being received by the Applicant.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,820 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with the obligation to pay utilities (p. 45(4)(a));
- 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, and no further reports of the Respondent failing to pay utilities are received by the Applicant (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