

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: February 19, 2020

Place of the Hearing: Hay River, Northwest Territories

Appearances at Hearing: Adam Swanson, representing the Applicant

Date of Decision: February 19, 2020

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against LP as the Respondent/Tenant was filed by the Rental Office January 10, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodeeche First Nation, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served February 5, 2020, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent when due, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, and had failed to comply with the obligation to take responsibility for the electricity account. An order was sought for payment of the rental arrears, payment of future rent on time, compliance with the obligation to take responsibility for the electricity account, termination of the tenancy agreement, and eviction.

A hearing was held February 19, 2020, in Hay River. The Rental Officer appeared by telephone. Adam Swanson appeared representing the Applicant. LP was served with notice of the hearing by registered mail deemed served February 5, 2020. 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

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing May 1, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 16292 issued December 18, 2018, ordered the Respondent to pay rental arrears in the amount of \$1,725; ordered the Respondent to pay future rent on time; ordered the Respondent to pay security deposit arrears in the amount of \$255; terminated the tenancy agreement March 31, 2019, unless the rental arrears and security deposit arrears were paid in full and the monthly subsidized rents for January, February, and March were paid on time; and ordered eviction April 1, 2019, if the termination of the tenancy agreement became effective. Despite the Respondent not having paid the rental arrears and security deposit arrears in full until April 18, 2019, the Applicant chose not to enforce the termination and eviction orders. Consequently, the tenancy agreement was reinstated effective April 1, 2019.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$75 per month. No payments were received in 7 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, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$300. Those arrears represent approximately four months' subsidized rent.

Utilities

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

The Respondent was transferred from one subsidized public housing unit to another in July 2019, at which time the Respondent should have transferred the utility account to the new premises. The Applicant did not become aware that the Respondent had not transferred the utility account until November 2019, at which point notices were sent to the Respondent and efforts to otherwise communicate with the Respondent regarding his obligation to transfer the utility account were made. The Respondent did not respond to any of the attempts, and in fact had not communicated directly with the Applicant in several months.

I find the Respondent has repeatedly failed to comply with his obligation to take responsibility for the electricity account to the rental premises.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with a rental officer order to pay future rent on time, the amount of subsidized rental arrears that have accumulated, and the Respondent's failure to take responsibility for the electricity account to the rental premises, 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 \$300 (p. 41(4)(a));
- terminating the tenancy agreement February 29, 2020 (p. 41(4)(c), p. 45(4)(e)); and
- evicting the Respondent from the rental premises March 15, 2020 (p. 63(4)(a)).

Adelle Guigon
Rental Officer