

IN THE MATTER between **NTHC**, Applicant, and **FL**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

FL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 14, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	October 14, 2020

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against FL as the Respondent/Tenant was filed by the Rental Office September 1, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail, delivered on September 15, 2020, and deemed served on September 22, 2020, under subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had not paid their security deposit or any rent, had accumulated rental arrears, and had not paid their utilities as required under the tenancy agreement. An order was sought for payment of the rental arrears, payment of outstanding utilities, termination of the tenancy agreement, and eviction.

A hearing was held October 14, 2020, by three-way teleconference. AS appeared representing the Applicant, no one appeared on the Respondent's behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the Act.

Tenancy agreement

Evidence was presented establishing a sole tenancy agreement between the parties under the Homeownership Entry Level Program (HELP) commencing on June 1, 2020. The Applicant testified that prior to this the Respondent had been in a joint tenancy at this address with their former spouse. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. The market rent for this unit is \$1,020 per month, however the rent has been subsidized and is currently assessed at \$400 per month. According to the evidence and the testimony of the Applicant, the Respondent had paid no rent in their 5-month tenancy - June to October 2020.

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 any rent during their tenancy and has accumulated rental arrears in the amount of \$2,000.

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Security deposit

According to the lease balance statement and the testimony of the Applicant, the Respondent failed to pay any amount towards their security deposit. However, since the Applicant is also seeking termination and eviction no claim has been made for the amount owing of \$1,020.

Utilities (section 8 tenancy agreement)

Under section 8 of the tenancy agreement between the parties, the Respondent is responsible for paying all of the utilities and was required to move the utility (power) account into their name. The Applicant testified and provided evidence of communication with the Respondent, reminding them of this obligation. Despite these efforts the account remained in the name of the Respondent's ex-spouse until the Applicant took over the account in August 2020. The Applicant provided a receipt for the utility costs for August 20 to September 18, 2020, totalling \$188.07.

Under subsection 45(1) of the Act, where a tenant has undertaken additional obligations, the tenant shall comply with the obligations. Further to this, under paragraph 45(4)(c), where on the application of a landlord, a rental officer determines that a tenant has breached an obligation, the rental office may make an order for the tenant to compensate the landlord for the loss suffered as a direct result of the breach.

I am satisfied that the Respondent has breached their obligation to pay the power utility, and find that the Respondent owes the Applicant \$188.07 as compensation for this breach.

Termination of the tenancy agreement and eviction

The Applicant testified that despite repeated communications with the Respondent there has been no action on any of the breaches - rental arrears or utilities. In light of the Respondent's repeated failure to pay any rent or utilities I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$2,000 (p. 41(4)(a));
- requiring the Respondent to compensate the Applicant for the cost of utilities in the amount of \$188.07 (p. 45(4)(c));
- terminating the tenancy agreement November 15, 2020 (p. 42(4)(c), p. 45(4)(e));

- evicting the Respondent from the rental premises November 16, 2020 (p. 63(4)(a)); and
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$33.53 for each day they remain in the rental premises after November 15, 2020, to a maximum of \$1,020 per month (p. 62(4)(b)).

Janice Laycock
Rental Officer