

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

MO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 21, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LP, representing the Applicant
MO, Respondent

Date of Decision: April 21, 2021

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against MO as the Respondent/Tenant was filed by the Rental Office March 10, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was served on the Respondent by registered mail.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay the costs of repairs in a timely manner. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was held April 21, 2021, by three-way teleconference. LP appeared representing the Applicant. MO appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing March 12, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement and lease ledger entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$70 per month. No payments have been received in 16 of the last 18 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging her debt and accepting responsibility for it. She committed to paying \$500 by May 1st for May's rent and towards the rental arrears, and then to pay the monthly subsidized rent plus \$100 each month starting in June.

I am satisfied the documents accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$969.91. That amount represents approximately 14 months' subsidized rent.

Repairs and call-outs

Work orders were provided documenting the following repairs and call-outs:

26 Aug 2019 - kitchen drain blocked by plastic knife	\$77.93
25 Oct 2019 - toilet plugged by reading glasses	\$22.16
15 June 2020 - replace broken door knob	\$44.37
18 Aug 2020 - call-out due to tenant locking self out of premises	\$26.25
11 Sept 2020 - call-out due to report of no heat; tenant did not turn the thermostat up	\$48.00
18 Nov 2020 - call-out due to tenant locking self out of premises	\$26.25

The only claim that was disputed by the Respondent was for the replacement of the broken door knob. The Respondent testified that the door knob did not work to secure the door because it was old and had deteriorated. The Applicant's representative had no direct knowledge of the actual condition of the door knob, but suggested that the door knob likely was very old. I am satisfied it is more likely than not that the door knob had deteriorated due to normal wear and tear given it's age. I am not satisfied the Respondent is responsible for replacing the door knob. The Applicant's claim of \$44.37 to replace the door knob is denied.

I am satisfied the Respondent is responsible for the remaining listed claims for repairs and call-outs. I find the Respondent liable to the Applicant for associated costs totalling \$200.59.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties and in consideration of the commitment to pay offered by the Respondent, I am satisfied the termination and eviction orders should be conditional on the Respondent making payments towards the rental arrears and paying her future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$969.91 (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 and call-outs in the amount of \$200.59 (p. 42(3)(e), p. 43(3)(c));
- terminating the tenancy agreement July 31, 2021, unless at least \$630 is paid towards the rental arrears and the monthly subsidized rents for May, June, and July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer