

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

**JDB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 28, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** DH, representing the Applicant

**Date of Decision:** April 28, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against JDB as the Respondent/Tenant was filed by the Rental Office March 22, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail signed for April 20, 2021.

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

A hearing was held April 28, 2021, by three-way teleconference. DH appeared representing the Applicant. JDB was served notice of the hearing by registered mail signed for April 20, 2021. 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 under the Homeownership Entry Level Program (HELP) for subsidized housing commencing August 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Preliminary matters*

The Applicant's representative confirmed at hearing that the Landlord had not received written notice from the Respondent that their income had been negatively impacted by the COVID-19 pandemic as provided for by the *Residential Tenancies (COVID-19) Regulations No. 1*.

#### *Previous orders*

Rental Officer Order #16817 issued February 5, 2020, ordered: the Respondent to pay rental arrears of \$3,200; the Respondent to pay future rent on time; the Respondent to pay costs of repairs of \$190.17; termination of the tenancy agreement May 31, 2020, unless the rental arrears were paid in full and the monthly subsidized rents for March, April, and May were paid

on time; and eviction June 1, 2020, if the termination of the tenancy agreement became effective. Despite the Respondent's failure to comply with the conditions of this order, the Applicant did not enforce the termination and eviction orders due to the COVID-19 pandemic. The tenancy agreement was effectively reinstated as of June 1, 2020.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and are assessed under the HELP at \$400 per month. No payments have been received in 11 of the last 14 months of this tenancy, since the last Rental Officer order was issued.

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, has failed to comply with a Rental Officer order to pay future rent on time, and has accumulated rental arrears in the total amount of \$5,200. That amount represents approximately 13 months' subsidized rent.

The Applicant filed Rental Officer Order #16817 with the Supreme Court March 10, 2020, but have not yet had it enforced with any garnishments. It remains fully enforceable and as such the order to pay issued from the current hearing will be for the amount accumulated since the last Rental Officer order was issued of \$2,000.

#### *Repairs*

A work order and notice to the Tenant were provided documenting the freezing of the kitchen and bathroom faucets. The Tenant had failed to notify the Landlord for three days that their furnace was not working. While the issue with the furnace was not caused by the Tenant, their negligence in notifying the Landlord of the issue resulted in the damages caused when the kitchen and bathroom faucets froze.

I am satisfied the Respondent is responsible for the damages caused to the kitchen and bathroom faucets and their connecting hoses. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$609.50.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent, their failure to comply with a Rental Officer order to pay future rent on time, and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, I am satisfied the termination and eviction order should be conditional on the Respondent paying the total rental arrears in full and paying future rent on time.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears accumulated since the last Rental Officer order was issued in the amount of \$2,000 (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 in the amount of \$609.50 (p. 42(3)(e));
- terminating the tenancy agreement July 31, 2021, unless the total rental arrears of \$5,200 are paid in full 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)).

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Adelle Guigon  
Rental Officer