

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

JG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: May 4, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against JG 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 Yellowknife, Northwest Territories. The filed application was personally served on the Respondent April 7, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had failed to comply with his obligation to maintain the utilities accounts for the rental premises. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy agreement, and eviction.

A hearing was held May 4, 2021, by three-way teleconference. PS appeared representing the Applicant. JG was personally served notice of the hearing April 7, 2021. The Respondent failed to 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 for subsidized public housing commencing July 16, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 as of March 9, 2021. At hearing, the Applicant's representative provided information on additional transactions occurring as of May 4, 2021, to add to the lease balance statement. The least balance statement was adjusted accordingly. All rents were subsidized and last assessed at \$365 per month. Either insufficient payments or no payments were made in 17 of the last 24 months of the tenancy.

The Applicant's representative testified that the Respondent had contacted the Applicant just prior to the application to a rental officer being filed and verbally agreed to pay at least \$365 per month in addition to the monthly subsidized rent starting in March. The previously referenced adjustments to the lease balance statement confirm the Applicant's representative's testimony that the Respondent has so far complied with the verbal payment plan. This is despite the Respondent's failure to comply with three previous written agreements to pay arrears entered into in June 2018, December 2018, and July 2019.

I am satisfied the adjusted 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 \$10,166.68. That amount represents approximately 15 months' subsidized rent.

Utilities

An email dated February 15, 2021, from the local electricity supply company notified the Applicant that the Respondent had failed to pay his electricity bills and as a result the electricity to the rental premises was scheduled to be shut off on February 16, 2021. The Applicant's representative confirmed at hearing that the Respondent had managed to resolve his electricity account sufficiently to avoid having the electricity disconnected. However, the failure to maintain the utility account is a breach of a condition of the written tenancy agreement.

Section 8 of the written tenancy agreement does set out the Tenant's responsibility to maintain the utility accounts to the rental premises, including the electricity account. By failing to do so, the Respondent did breach his obligation in this regard.

This breach appears to have been a one-time occurrence as there is no evidence to suggest otherwise. While I am satisfied that the Respondent failed to comply with his obligation to maintain the utilities to the rental premises, I am not satisfied that a single occurrence of this breach justified termination of the tenancy agreement.

Termination of the tenancy agreement and eviction

I am satisfied that termination of the tenancy agreement and eviction are justified as a consequence of the Respondent's repeatedly failure to pay the rent and the substantial amount of subsidized rental arrears that have accumulated. By agreement with the Applicant's representative and in consideration of the Respondent's compliance with the verbal payment plan to date, I am satisfied the termination and eviction orders should be conditional on the continued payments towards the rental arrears and the monthly subsidized rents being paid on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$10,166.68 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with his obligation to maintain the utilities accounts for the rental premises (p. 45(4)(a));

- terminating the tenancy agreement August 31, 2021, unless at least \$365 is paid each month towards the rental arrears and the monthly subsidized rents for June, July, and August are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises September 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer