

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

**AW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 10, 2021

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

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

**Date of Decision:** August 10, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against AW as the Respondent/Tenant was filed by the Rental Office June 23, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail signed for July 3, 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, had failed to pay costs for repairs in a timely manner, had caused disturbances, and had failed to comply with the obligation to maintain the utilities accounts. An order was sought for payment of the rental arrears, payment of future rent on time, termination of the tenancy, and eviction.

A hearing was held August 10, 2021, by three-way teleconference. PS appeared representing the Applicant. AW was served notice of the hearing by registered mail signed for July 3, 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 for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous order*

Rental Officer Order #15937 was issued May 3, 2018, and ordered the Respondent to pay rental arrears of \$160, the Respondent to pay future rent on time, the Respondent to pay costs for repairs of \$2,126.55, and the conditional termination of the tenancy November 30, 2018, unless the rental arrears were paid in full and the monthly subsidized rents were paid on time. The conditions of the termination order were satisfied, rendering the termination order ineffective. The cost for repairs have not yet been paid in full.

### *Rental arrears*

The lease balance statements entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents up to and including June 2021 were subsidized and last assessed at \$80 per month. The rents for July and August 2021 have yet to be assessed for subsidies due to the Respondent failing to report the total household income. The maximum unsubsidized rent for this rental premises is \$1,625 per month. The last payment received against the rent account was recorded April 22, 2021, in the amount of \$80. No payments were received in 9 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 the rent, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the amount of \$3,855. That amount represents two months' unsubsidized rent and approximately eight months' subsidized rent.

### *Utilities*

Subsection 45(1) of the Act requires the Tenant to comply with additional obligations that are included in a written tenancy agreement. Section 8 of the written tenancy agreement requires the Tenant to maintain the utilities provided to the rental premises.

Evidence was presented establishing that on at least two occasions during the tenancy the Respondent had failed to pay the electricity account to the rental premises, resulting in power disconnection notices being issued to the Respondent by the local electricity provider. Those notices were issued in June 2019 and November 2020.

I am satisfied the Respondent has failed to comply with her obligation to maintain the electricity account for the rental premises.

### *Damages*

Work orders, invoices, and a photograph were provided as evidence in support of the Applicant's claim against the Respondent for charges related to unplugging the toilet at the rental premises.

The Respondent had reported on February 10, 2020, that her toilet was plugged. The Applicant's maintenance personnel attended the premises and were unable to locate what was causing the blockage. The maintenance personnel returned the next day and discovered a plastic tampon case in the toilet pipes. The Respondent was charged \$609.84 for the call out and repair. No payments have yet been received against these charges.

Subsection 42(1) of the Act holds the Tenant responsible for repairing damages to the rental premises that are caused by the Tenant's wilful or negligent conduct, or that of their guests. Paragraph 12(b) of the written tenancy agreement requires the Tenant to pay the costs of repairs that they are responsible for within a reasonable time.

I am satisfied the Respondent is responsible for the toilet blockage. Given that the associated costs remain outstanding since February 2020, I am also satisfied that the Respondent has failed to comply with her obligation to pay the associated costs of repairs in a reasonable time. This is aggravated by the fact that the Respondent has also not paid the costs of repairs ordered under File #15937. I find the Respondent liable to the Applicant for the costs of repairing the toilet in the amount of \$609.84.

#### *Disturbances*

Evidence was provided regarding complaints of disturbances being caused by the Respondent and/or her guests in May 2020 and February 2021. The nature of the disturbances involved overnight partying, banging, running on the stairs, slamming doors, yelling, and shouting. The second of those incidents required Municipal Enforcement's attendance.

I am satisfied the Respondent is responsible for the claimed disturbances. I find the Respondent has failed to comply with her obligation not to disturb other tenants' possession or enjoyment of the rental premises.

#### *Termination of the tenancy and eviction*

In light of the Respondent's repeated failure to pay the rent, the Respondent's repeated 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.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$3,855 (p. 41(4)(a));
- requiring the Respondent to comply with her obligation to maintain the utilities accounts and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$609.84 (p. 42(3)(e));
- requiring the Respondent to comply with her obligation not to cause disturbances (p. 43(3)(a));
- terminating the tenancy September 30, 2021 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises October 1, 2021 (p. 63(4)(a)).

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Adelle Guigon  
Rental Officer