

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

SL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: November 4, 2021

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against SL as the Respondent/Tenant was filed by the Rental Office October 4, 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 October 15, 2021, and an addendum to the application was served on the Respondent by email sent November 1, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had littered, had caused disturbances, had failed to report household income as required, had failed to maintain utilities as required, and has seriously impaired the safety of other tenants in the residential complex. An order was sought for payment of the rental arrears, payment of future rent on time, payment of cleaning costs, compliance with the obligation not to cause disturbances, compliance with the obligation to report household income, compliance with the obligation to maintain utilities, termination of the tenancy, and eviction.

A hearing was held November 4, 2021, by three-way teleconference. PS appeared representing the Applicant. SL was personally served with notice of the hearing October 15, 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 June 8, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Household income

Section 6 of the written tenancy agreement requires tenants to report their total household income as and when directed by the Landlord. The Landlord requires the total household income to be reported by or before June 30th of each year in the form of filed income tax returns for the prior calendar year. The total household income is required to assess for eligible rent subsidies for the period from July to June of each year.

The Respondent had failed to report the total household income for the 2020 tax year and a notice was sent to her July 14, 2021, regarding the breach and its consequences. No response was received from the Respondent. A second notice was sent August 25, 2021, again with no response. A third notice was sent September 27, 2021, which was copied to the Respondent's case worker. The required reporting was provided via the case worker and the rent was finally assessed for subsidies retroactive to July 2021.

The Respondent's son who resides with her as an authorized occupant turned 19 years old in 2021 and as such his income must now be reported as part of the total household income going forward. To facilitate this reporting, Tenants are required to provide consent for the Canada Revenue Agency (CRA) to release to the Landlord information from the individual's income tax returns for specific tax years. The taxpayer's consent form for the Respondent's son has been requested at least three times since May 2021 without results. Although the effect of failing to provide the consent will not be evident until the Landlord needs assess the rent subsidy for the 2022-2023 period, the validity of the demand for the consent is inherent in the provisions of section 6 of the written tenancy agreement.

I am satisfied and find that the Respondent has failed to comply with her obligation to report the total household income as and when required and to date has failed to comply with the demand for her son's consent to access CRA tax return information. An order will not issue regarding these breaches given the termination and eviction orders to be discussed later in these reasons.

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. All rents have been subsidized and are currently assessed at \$365 per month. There have been no payments in 10 of the last 12 months of this tenancy. The last payment was received some time prior to November 2020 of an amount resulting in a credit which covered the rent up to and including January 2021.

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 and has accumulated rental arrears in the amount of \$2,225. That amount represents approximately 10 months' subsidized rent. I am satisfied termination of the tenancy and eviction are justified based on the repeated pattern of failing to pay the rent and the substantial amount of rental arrears that have accumulated.

Disturbances

Notices and associated notes were provided documenting complaints received from neighbouring tenants regarding noise disturbances, yelling, shouting, numerous guests attending the premises, knocking on neighbours doors looking for the Respondent, and general disruptive behaviour occurring at all hours of the day and night. Allegations were also made that drug-dealing was believed to be occurring out of the Respondent's premises, although the Applicant's representative admitted to not having any concrete evidence of this illegal activity. The complaints have been received on a regular basis since May 2019 to July 2021, and people hanging around the rental premises was observed last week.

Clearly I cannot be satisfied without more substantial evidence of the alleged illegal activity, but I am satisfied that the other forms of disturbances originated from or involved the Respondent and her guests. I find the Respondent has failed to comply with her obligation not to cause disturbances. I am not satisfied the frequency and nature of these disturbances necessarily creates an unreasonable level of disturbances, but they will if they continue. I am not satisfied termination of the tenancy and eviction are justified based on the disturbances, but I will not be issuing an order for compliance with the obligation not to cause disturbances because of the other justified reasons for terminating the tenancy as has been and will be further described in these reasons.

Uncleanliness

The Applicant provided evidence of the Respondent's responsibility for littering. Maintenance personnel conducting grounds maintenance in May 2021 discovered a garbage bag that had not been placed inside the garbage disposal dumpster. A search of the contents of the garbage bag discovered mail addressed to one of the occupants of the rental premises with the rental premises address. A photograph of this was provided as evidence. The Respondent was invoiced \$75.08 for littering on the residential complex property and that invoice has not been paid to date.

Subsection 45(1) requires tenants to comply with reasonable written house rules. Paragraph 10 of the addendum to the written tenancy agreement specifies that tenants are not to place garbage in hallways and must place properly wrapped garbage in the appropriate garbage containers.

I am satisfied the garbage bag located outside of the garbage disposal dumpster for the residential complex came from the Respondent's rental premises. I find the Respondent has failed to comply with their obligation to dispose of their garbage by placing it in the garbage disposal dumpster and I find the Respondent liable to the Applicant for costs associated with cleaning up the litter in the amount of \$75.08.

Utilities

Section 8 of the written tenancy agreement requires the Tenant to maintain the utilities accounts to the rental premises, including electricity.

Paragraph 54(1)(f) of the Act identifies the serious impairment of the safety of the landlord or other tenants of the residential complex by the act or omission of the Tenant as a substantial breach justifying termination of the tenancy.

The Applicant provided evidence of the Respondent's failure to pay their electricity bill with three notices they received from the local electricity provider. In February 2021 the Applicant was notified a load limiter would be installed. In June 2021 the Applicant was notified the electricity was being disconnected. In October 2021 the Applicant was notified the electricity was disconnected.

The Applicant's maintenance personnel attended the rental premises on October 26th and November 4th and confirmed that the electricity was still disconnected at the rental premises. They also observed and took photographs of extension cords that had been strung from the neighbouring unit to the Respondent's premises to provide a source of electricity to the Respondent.

The Applicant rightly assessed the risk of harm and hazard created by the active efforts of the Tenant to provide an alternate source of electricity to the rental premises as unacceptable and too great to ignore. A notice under paragraph 54(1)(g) of the Act was issued on November 1, 2021, to terminate the tenancy on November 15, 2021, due to the serious impairment of the safety of the other tenants in the residential complex created by the Tenant's actions.

I am find the Respondent has failed to comply with their obligation to maintain the electricity account to the rental premises. I am satisfied the Respondent is responsible for creating a significant risk of harm and hazard to neighbouring tenants by using an extension cord from another unit as a source of electricity. I find the termination notice issued by the Landlord under paragraph 54(1)(g) valid and justified.

Termination of the tenancy and eviction

Given the Respondent's repeated failure to pay the rent, the substantial amount of rental arrears that have accumulated, and the substantial risk of harm and hazard created by the Respondent's actions referenced above, I am satisfied termination of the tenancy and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,225 (p. 41(4)(a));
- requiring the Respondent to pay costs of cleaning in the amount of \$75.08 (p. 45(4)(d));
- terminating the tenancy November 15, 2021 (p. 41(4)(c), ss. 54(4)); and
- evicting the Respondent from the rental premises November 16, 2021 (p. 63(4)(a)).

Adelle Guigon
Rental Officer