

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

LP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 9, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: March 9, 2022

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against LP as the Respondent/Tenant was filed by the Rental Office February 4, 2022. 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 February 14, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with the obligation to maintain the utilities to the rental premises, and had failed to comply with Rental Officer orders to pay future rent on time and to comply with the obligation to maintain the utilities. An order was sought for payment of the rental arrears, for payment of future rent on time, for compliance with the obligation to maintain utilities, for termination of the tenancy, and for eviction.

A hearing was held March 9, 2022, by three-way teleconference. PS appeared representing the Applicant. LP was personally served with notice of the hearing on February 14, 2022. 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 orders

Rental Officer Order #10-13892 issued January 29, 2014, terminated the Respondent's tenancy February 14, 2014, unless the outstanding total household income was reported.

Rental Officer Order #10-13892.1 issued February 19, 2014, required the Respondent to pay rental arrears in the amount of \$534.67; terminated the tenancy February 28, 2014, unless the rental arrears were paid in full; and evicted the Respondent from the rental premises March 1, 2014, if the termination of the tenancy became effective.

Rental Officer Order #15685 issued August 16, 2017, required the Respondent to pay rental arrears of \$270 and to pay future rent on time.

Rental Officer Order #16221 issued October 4, 2018, required the Respondent to pay rental arrears of \$380; terminated the tenancy October 31, 2018; evicted the Respondent from the rental premises November 1, 2018; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$53.42 per day for each day she remained in the rental premises after October 31, 2018. The termination and eviction orders were not enforced by the Landlord, therefore, the tenancy was effectively reinstated as of November 1, 2018.

Rental Officer Order #16731 issued November 19, 2019, required the Respondent to pay rental arrears of \$2,820; required the Respondent to pay future rent on time; required the Respondent to comply with the obligation to maintain the utilities accounts for the rental premises; terminated the tenancy February 29, 2020, unless the rental arrears were paid in full, the monthly subsidized rents for December, January, and February were paid on time, and the utilities bills were paid; and evicted the Respondent from the rental premises March 1, 2020, if the termination of the tenancy became effective. The Respondent was not compliant with this Rental Officer order, but due to the onset of the COVID-19 pandemic the Applicant was denied Ministerial approval to move forward with the eviction of the Respondent. As a result, the tenancy was effectively reinstated as of March 1, 2020.

Rental arrears

The lease balance statement provided in the application represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account as of February 1, 2022. At the hearing, the Applicant testified that payments of \$365 each had been received on February 1st and March 1st, and the rent for March had become due. The lease balance statement was adjusted accordingly.

All rents have been subsidized and are currently assessed at \$365 per month. No payments have been made in 20 of the last 24 months of this tenancy.

The Applicant confirmed that he has had repeated communication with the Respondent regarding the status of her account. Promises have been made to work towards resolving the accumulated debt which have not been followed through with. References by the Respondent that she was working with the YWCA for assistance proved unsuccessful because the Respondent has already exhausted the benefits she was previously eligible for. It does appear that the Respondent has secured assistance from Income Support, who has been making the subsidized rent payments on the Respondent's behalf since November 2021. However, no efforts to pay the accumulated arrears have occurred.

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, has repeatedly failed to comply with Rental Officer orders to pay future rent on time, and has accumulated rental arrears in the amount of \$5,535. That amount represents approximately 21 months' subsidized rent.

Utilities

The Applicant provided copies of three notices – dated October 20, 2020, April 28, 2021, and June 10, 2021 – received from the local electricity provider notifying them that the electricity to the rental premises would be either disconnected or placed on a load limiter due to the Respondent's failure to maintain the electricity account.

Section 8 of the written tenancy agreement specifies the Tenant's obligation to maintain the utilities accounts to the rental premises. Section 45(1) of the Act specifies the Tenant's obligation to comply with additional obligations that are included in a written tenancy agreement.

The Applicant confirmed at hearing that the electricity has been re-connected to the rental premises and that there have been no further notices received from the electricity provider since June 2021. This implies the Respondent has successfully resolved the debt with the electricity provider and has to date been maintaining the account in good standing.

I find that the Respondent has repeatedly failed to comply with the obligation to maintain the utilities to the rental premises and that the Respondent has failed to comply with a Rental Officer Order to comply with the obligation to maintain the utilities to the rental premises.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with Rental Officer orders to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. By agreement with the Applicant, who acknowledged that otherwise the Respondent was a good Tenant, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$5,535 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));

- requiring the Respondent to comply with the obligation to maintain the utilities to the rental premises and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy April 30, 2022, unless the rental arrears are paid in full and the subsidized rent for April is paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises May 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer