

IN THE MATTER between **NTHC**, Applicant, and **MP**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 11, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: May 11, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office on April 8, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on April 16, 2022.

The Applicant alleged the Respondent:

- had failed to pay rent in full when due, had accumulated significant rental arrears, and had failed to comply with a rental officer order to pay future rent on time;
- had disturbed the Landlord's and other tenant's possession or enjoyment of the rental premises, and had failed to comply with a rental office order not to cause further disturbances;
- was responsible for expenses related to the repair of damages totalling \$583.28; and
- had not complied with their obligation to provide income information, and had failed to comply with a rental officer order to comply with their obligation to report household income in accordance with section 6 of the written tenancy agreement.

An order was sought for payment of rental arrears, payment of expenses related to tenant damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 11, 2022 by three-way teleconference. PS appeared representing the Applicant. MP was served notice of the hearing by email deemed received on April 16, 2022. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for under 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 3, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous Order

Rental Officer Order #17324 issued August 14, 2021, ordered the Respondent to pay their rent on time; to comply with their obligation to report household income in accordance with section 6 of the written tenancy agreement; to comply with their obligation not to disconnect any fire alarm device; to comply with their obligation not to cause disturbances and not to breach this obligation again; and conditional termination of the tenancy agreement November 30, 2021, unless monthly subsidized rents for August, September, October were paid on time and no further disturbances caused by the Respondent.

At the hearing, the Applicant testified that the tenancy was not terminated on November 30, 2021, as provided for under this order in recognition of the COVID situation and continued on December 1, 2021 on a month to month basis.

Rental Officer Order #16901 issued May 27, 2020, ordered the Respondent to pay rental arrears of \$939; to pay future rent on time; to comply with their obligation not to cause disturbances and not to breach this obligation again; and conditional termination of the tenancy agreement August 31, 2020 unless rental arrears paid in full, monthly subsidized rents for June, July, and August are paid on time.

Rental arrears

The updated lease balance statement entered into evidence represent the Landlord's accounting of monthly subsidized rents and payments made against the Respondent's rent account. In June 2021, the assessed rent was \$160 per month. In July, the rent was raised to \$890 per month based on an assessment of the household income (which now included an adult son). At the time of the hearing, after not paying full rent when due in the seven month period from August 2021, to February 2021, and not paying any rent for March, April and May 2022, the Respondent had rental arrears totalling \$9,228.

When reviewing the lease balance statement, I was aware that Rental Officer Order #16901 previously ordering rental arrears paid totalling \$939. Based on the lease balance statement, this order has been satisfied. On June 12, 2020, just after the order was made the Respondent made a corresponding payment of \$940.

The Applicant provided evidence and testified to repeated reminders to the Respondent about the arrears and attempts to resolve them, including a letter in November 17, 2021 to set up a payment plan, and a call to the Respondent on March 4, 2022 to follow up on arrears, where the tenant hung up.

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 full rent when due, has failed to comply with two previous Rental Officer Orders to pay rent on time in the future, and has accumulated rental arrears in the amount of \$9,228.

Additional obligation - household income

Under subsection 45(1) "where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the Landlord that are reasonable in all circumstances."

According to evidence and testimony of the Applicant, the Respondent has failed to comply with their obligation included in the written tenancy agreement to report the total household income as and when required by the Landlord. Information on the household income is required by the Landlord to assess any rent subsidies the Tenant might be eligible for.

According to the Applicant, the Respondent has not provided the proper consent form to allow the Applicant to obtain information from Canada Revenue Agency (CRA) on household income for 2021 (including consent from their adult son) and has not provided requested documents to support a re-assessment of their current rent.

According to an email exchange between the Applicant and the Respondent in the fall of 2021, the Respondent did not feel that their rent assessment was fair for a number of reasons - income had changed, health issues, their sons were still in school, as well as the poor condition of the unit, and sought a re-assessment in September 2021.

The Applicant testified they provided details on information required for this year's rent assessment and to support a re-assessment of the current rent. They also offered to refer the Respondent to the Integrated Case Management (ICM) program if they needed other assistance, but the Respondent refused.

The Applicant also provided evidence of a number of attempts to secure the information required. They testified the Respondent was very hard to deal with, perhaps the most difficult Tenant they had ever dealt with, who would often yell, swear and hang up on the Applicant when they tried to talk to them. They reported the Respondent had made an attempt to provide documents but they were not the documents requested and they still don't have the information requested.

I am satisfied that the Respondent has not provided the documentation necessary to assess income. I find the Respondent has failed to comply with their obligation to report household income in accordance with section 6 of the written tenancy agreement and has failed to comply with a previous Rental Officer order.

Disturbances

At the hearing regarding Rental Office file #16901, and Rental Office file #17324, the Respondent was found to have failed to comply with their obligation to not disturb the Landlord's possession or enjoyment of the rental premises. After repeatedly calling the Landlord's staff in a verbally abusive manner, including being accusatory and uttering threats. In the most recent hearing, the Rental Officer was "satisfied the Respondent's behaviour constitutes disturbances to the point of harassment. The Landlord's staff have a right to a harassment-free workplace. I find the Respondent has repeatedly and unreasonably disturbed the Landlord's enjoyment of the rental premises and the Respondent has failed to comply with the Rental Officer order not to cause further disturbances."

The Applicant provided evidence and testified about further instances where the Respondent was aggressive and abusive to the Applicant's staff and to another tenant in the residential complex. On March 2, 2022, they were yelling at the Applicant's staff, on February 23, 2022, the Applicant received a complaint from a contractor that they were being harassed by the Respondent and refused to do work at the unit unless the Landlord's staff accompany them, and on January 17, 2022, an email was received from a tenant reporting that the Respondent was yelling at them and harassing them. The Applicant testified this tenant also followed up with a visit to their office complaining about further harassment by the Respondent against them and their children.

I am satisfied through their actions the Respondent has further disturbed the Landlord's staff and has also disturbed another tenant. I find the Respondent has repeatedly disturbed the Landlord's and tenant's enjoyment of the rental premises and has failed to comply with two previous Rental Officer orders to not cause further disturbances.

Tenant damages

The Applicant provided evidence, including photographs, a work order (#321799), and invoice (#124129) to support their claim for expenses to replace two badly damaged kitchen cabinet doors. The Applicant testified that the doors were badly water damaged and then broken. The work order details costs - materials \$462, labour \$65 = \$462. With administrative costs and GST on the materials the total claimed is \$583.28.

I am satisfied, based on the evidence and the testimony, that the Respondent is responsible for the claimed damages and find they owe expenses for repair of tenant damages totalling \$583.28.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent in full when due and the Respondent's failure to comply with previous Rental Officer orders to pay their rent on time, and also in consideration of the Respondent's repeated disturbances and failure to comply with the Rental Officer's orders not to cause further disturbances, 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 \$9228 (p. 41(4)(a));
- requiring the Respondent to pay expenses related to repair of damages in the amount of \$583.28 (43(3)(e));
- terminating the tenancy agreement on May 31, 2022 (p. 41(4)(c), 43(3)(d)); and
- evicting the Respondent from the rental premises on June 15, 2022 (p. 63(4)(a)).

Janice Laycock
Rental Officer