

IN THE MATTER between **NTHC**, Applicant, and **CM**, 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, regarding a
rental premises located within the **community of K'atlodeeche First Nation in the
Northwest Territories;;**

BETWEEN:

NTHC

Applicant/Landlord

-and-

CM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 13, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: July 13, 2022

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against CM as the Respondent/Tenant was filed by the Rental Office May 5, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodeeche First Nation, Northwest Territories. The filed application was served on the Respondent by registered mail signed for June 13, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had failed to comply with rental officer orders to pay rental arrears and to pay future rent on time, had caused damages to the rental premises and had failed to pay the costs of repairs in a timely manner, and had caused a disturbance by locking herself out of the rental premises.

A hearing was held July 13, 2022, by three-way teleconference. AS appeared representing the Applicant. CM was served with notice of the hearing by registered mail signed for June 13, 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 February 12, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17423 issued December 16, 2021, order the Respondent to pay rental arrears in the amount of \$265 and to pay her future rent on time. The monetary order has only partially been paid to date, leaving a remaining balance owing under this order of \$165. This order remains enforceable if it is filed at the Supreme Court Registry by December 2024.

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 \$75 per month. No payments have been received in 9 of the last 12 months of the tenancy, and no payments were received in 5 of the 7 months since the last rental officer order was issued. The last payment received against the Respondent's rent account was recorded April 20, 2022, in the amount of \$150.

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 rental arrears, and has failed to comply with a rental officer order to pay future rent on time. I find the Respondent has accumulated rental arrears in the total amount of \$390, which represents approximately 6 months' subsidized rent. After deducting the remaining balance owing under Rental Officer Order #17423, I find the Respondent has accumulated additional rental arrears since the last rental officer order was issued in the amount of \$225.

Damages

The Applicant provided work orders, receipts, and invoices in support of claims for repairing two exterior doors and re-installing a bedroom window.

Exterior doors

On December 29, 2021, the Respondent reported to the Applicant that the RCMP had kicked in both her back doors (the inside porch door and the exterior door) in response to what she described as a personal issue. The implication is that the Respondent accepted responsibility for the damages. The Applicant effected the necessary repairs and invoiced the Respondent on December 30, 2021, for the amount of \$1,321.38. No payments have been received against this charge.

I am satisfied the Respondent accepted responsibility for the damages to the two exterior doors, and I am satisfied that the claimed costs of repairs are reasonable. I find the Respondent liable for the costs of repairing the exterior doors in the amount of \$1,321.38.

Bedroom window

On February 21, 2022, the Respondent reported to the Applicant that while she was cleaning she forced the sliding bedroom window open without thawing the ice that had accumulated on the window sill and the window popped out of its tracks. The Applicant attended the premises, thawed out the window sill and tracks, and re-installed the window. The Respondent was invoiced on February 21, 2022, for the amount of \$83.48. No payments have been received against this charge.

I am satisfied the Respondent is responsible for the window coming off its tracks, and I am satisfied that the claimed costs of repairs are reasonable. I find the Respondent liable for the costs of repairing the sliding bedroom window in the amount of \$83.48.

Disturbances

On January 30, 2022, the Respondent called the Applicant at 11:21 p.m. to request access to her rental premises as she had lost her keys. The Applicant's on-call staff attended and let the Respondent into her premises. The Respondent was invoiced on February 8, 2022, for the applicable after-hours call-out fee of \$52.50. No payments have been received against this charge.

I am satisfied that the Respondent losing her keys and requiring the Applicant's assistance to gain access to her rental premises constitutes a disturbance of the Landlord's possession or enjoyment of the rental premises or residential complex. Given this incident occurred after regular business hours, I am satisfied the claimed costs for the call-out are reasonable. I find the Respondent liable to the Applicant for the costs of the after-hours call-out disturbance in the amount of \$52.50.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent and the amount of rental arrears that have accumulated, aggravated by the damages and disturbances and the Respondent's failure to pay the costs of repairs and call-out in a timely manner, I am satisfied termination of the tenancy and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying the total arrears in full and paying her future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay the rental arrears that have accumulated since the last rental officer order was issued in the amount of \$225 (p. 41(4)(a));
- requiring the Respondent to pay their future rent on time (p. 41(4)(b));
- requiring the Respondent to pay the costs of repairs and after-hours call-out in the total amount of \$1,457.36 (p. 42(3)(e), p. 43(3)(c));
- prohibiting the Respondent from causing further damages (p. 42(3)(b));
- terminating the tenancy November 30, 2022, unless the total arrears of \$1,847.36 are paid in full and the monthly subsidized rents for August through November are paid on time (p. 41(4)(a), p. 42(3)(f), ss. 83(2)); and
- evicting the Respondent from the rental premises December 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer