

IN THE MATTER between **NTHC**, Applicant, and **AE**, 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 Behchoko in the Northwest
Territories;;**

BETWEEN:

NTHC

Applicant/Landlord

-and-

AE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant

Date of Decision: July 7, 2022

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against AE as the Respondent/Tenant was filed by the Rental Office May 20, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent June 2, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused disturbances, and had failed to comply with the obligation to maintain utilities. An order was sought for payment of the rental arrears, payment of future rent on time, compliance with the obligation not to cause disturbances and not to breach that obligation again, termination of the tenancy due to the repeated failure to pay rent and the repeated failure to maintain utilities, and eviction.

A hearing was held July 7, 2022, by three-way teleconference. TM appeared representing the Applicant. AE was personally served notice of the hearing June 2, 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 November 4, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and assessed throughout the tenancy at \$75 per month. There is a repeated pattern throughout the tenancy where the Respondent has failed to pay the rent when due, with the last two payments of \$75 each recorded as received June 13, 2022, and June 3, 2021. Both of those payments were made by ECE on the Respondent's behalf. No payments were received in 11 of the last 12 months of the tenancy, and no payments were received in 24 of the last 36 months of the tenancy.

The Applicant's representative testified that numerous attempts to communicate in person and by telephone with the Respondent have been unsuccessful, with the Respondent either refusing to answer the door or not returning telephone calls. The last successful contact occurred approximately two months ago when the male maintenance foreman personally attended the premises to discuss the ongoing issues. No further communications have been received from the Respondent since then.

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 and has accumulated rental arrears in the amount of \$1,948.47. That amount represents approximately 26 months of subsidized rent.

Disturbances

The Applicant alleged disturbances had been caused by the Respondent. Included in the application package were two notices regarding disturbances dated August 21, 2017, and August 20, 2018. The Applicant's representative confirmed at the hearing that there have been no further disturbances reported since the August 2018 incident.

Given that the last incident of disturbances occurred four years ago, I am not prepared to grant an extension to the time for making an application regarding this alleged breach under subsection 68(3) of the Act. The application for remedies regarding disturbances is dismissed.

Maintaining 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 specifies the Tenant's responsibility to maintain all utilities to the rental premises, including electricity.

The Applicant provided in the application package three notices issued in July 2017, December 2017, and August 2018 regarding pending disconnection of electricity to the rental premises as a result of the Respondent failing to pay the electricity bill. The Applicant testified that the Respondent in fact has continued to repeatedly fail to pay his electricity bill on a regular basis resulting in the disconnect warning and the requirement to install a load limiter on the premises in order to avoid damages. She indicated this issue occurs approximately every two to four months. It was pointed out that the load limiters themselves increase the risk of harm to persons and property as well given the limited power they are designed to provide.

The Applicant's representative reiterated the lack of power is less of an issue during the summer months as far as heat and light are concerned, but it did occur to me that a safety issue remains throughout the year with respect to powering any hardwired safety devices in the premises. During the winter, the risk of freeze-ups occurring because there is insufficient power to adequately heat the premises is high, which could also result in potential harm to the Tenant.

As previously mentioned, repeated attempts to talk to the Respondent about this issue have been unsuccessful and there is no evidence to suggest the Respondent has made any effort to either acknowledge or resolve the issue himself.

I am satisfied the Respondent has repeatedly failed to pay the electricity bills and that as a result the electricity has been cut off and/or limited to the rental premises. I find the Respondent has repeatedly failed to comply with his obligation to maintain the utilities accounts for the rental premises.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. The Respondent's repeated failure to maintain the utilities is an aggravating factor creating a significant safety concern for both the Respondent and the property and further justifying termination of the tenancy and eviction. Given the lack of electricity is somewhat less of a concern during the summer months, the termination date will be extended to August 31, 2022.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,948.47 (p. 41(4)(a));
- terminating the tenancy August 31, 2022 (p. 41(4)(c), p. 45(4)(e)); and
- evicting the Respondent from the rental premises September 1, 2022 (p. 63(4)(a)).

Adelle Guigon
Rental Officer