

IN THE MATTER between **NTHC**, Applicant, and **DB**, 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 **town of Fort Smith in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

DB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 29, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JG, representing the Applicant

Date of Decision: November 29, 2022

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of the NTHC as the Applicant/Landlord against DB as the Respondent/Tenant was filed by the Rental Office July 28, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for November 7, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with rental officer orders to pay future rent on time, had caused damages to the rental premises, had failed to pay costs of repairs, and had failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy, and eviction.

A hearing scheduled for October 19, 2022, was cancelled due to technical issues with the teleconference system. The hearing was rescheduled and held November 29, 2022, by three-way teleconference. JG appeared representing the Applicant. DB was served with notice of the rescheduled hearing by registered mail, signed for November 10, 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 June 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #15284 was issued October 4, 2016, and required the Respondent to pay rental arrears of \$40 and to pay her future rent on time.

Rental Officer Order #16911 was issued September 1, 2020, and required the Respondent to pay her future rent on time.

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 were last assessed at \$80 per month. No payments have been received in 14 of the last 18 months of the tenancy, with the last payment recorded on July 28, 2022, for \$100. The Applicant's representative testified that numerous attempts were made to communicate with the Respondent, none of which were responded to.

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, has failed to comply with rental officer orders to pay future rent on time, and has accumulated rental arrears in the amount of \$1,810.42. That amount represents approximately 14 months' subsidized rent.

Damages and uncleanliness

The Applicant claimed costs for repairs of two damaged windows. Those claims were denied because the evidence clearly indicated the damages were not caused by either the Respondent or persons permitted on the premises by the Respondent.

The Applicant provided photographs and written notes referencing a unit condition inspection that was conducted on July 14, 2022, by maintenance personnel. The inspection discovered substantial and extensive damages throughout the rental premises, as well as garbage, debris, clothing, and furniture scattered throughout. The evidence clearly supports the Applicant's claims that the Respondent has failed to comply, at the very least, with her obligation to maintain the ordinary cleanliness of the rental premises. It also supports the conclusion that by permitting the damages to be caused and by failing to notify the Landlord that any damages were occurring the Respondent has increased the risk of further deterioration to the property which could in a very real sense result in the premises becoming uninhabitable if repairs are not completed in a timely manner.

I am satisfied the Respondent has failed to comply with their obligation to effect repairs of damages to the rental premises which were caused by the Respondent or persons permitted on the premises by the Respondent, and I am satisfied the Respondent has failed to comply with their obligation to maintain the ordinary cleanliness of the rental premises.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent, failure to comply with rental officer orders to pay future rent on time, and the substantial amount of subsidized rental arrears that have accumulated, combined with the Respondent blatant disregard for her obligation to maintain the rental premises in an undamaged and clean condition, 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 \$1,810.42 (p. 41(4)(a));
- terminating the tenancy agreement November 30, 2022 (p. 41(4)(c), p. 42(3)(f), p. 45(4)(e));
and
- evicting the Respondent from the rental premises December 15, 2022 (p. 63(4)(a)).

Adelle Guigon
Rental Officer