

IN THE MATTER between **NTHC**, Applicant, and **CE**, 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 Hay River in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

CE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 14, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: December 14, 2022

REASONS FOR DECISION

Two applications to a rental officer were made by HRHA on behalf of the NTHC as the Applicant/Landlord against CE as the Respondent/Tenant. File #17732 was filed by the Rental Office July 26, 2022, and File #17820 was filed by the Rental Office November 4, 2022. The applications were made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application #17732 was personally served on the Respondent September 16, 2022. The filed application #17820 was sent to the Respondent by registered mail, deemed served November 28, 2022, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had failed to maintain the ordinary cleanliness of the rental premises, had failed to pay the costs of repairs, and had caused disturbances. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy, and eviction.

Hearings originally scheduled for October 13, 2022, and November 10, 2022, were cancelled due to technical issues with our teleconference system. The hearing was re-scheduled and held December 14, 2022, by three-way teleconference. AS appeared representing the Applicant. CE was served with two notices of attendance by registered mail, one that was signed for November 16, 2022, and the other that was deemed served November 28, 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing November 23, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$80 per month. There have been no payments received in six of the last twelve months of this tenancy. Since the filing of these applications, the Respondent has effectively resolved the rental arrears balance, leaving \$75 owing on December's rent.

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 when due.

Disturbances

The Applicant's representative provided associated notes and notices to the Respondent detailing three incidents occurring July 21st, August 13th, and August 16th. In each incident, the Respondent's son was observed by neighbouring tenants being angry, arguing, fighting, throwing items around, pounding on doors and windows, and smashing items on the driveway and street. RCMP attended during one incident and arrested him.

The Applicant's representative confirmed that there have been no further complaints of disturbances received since August. However, the Respondent has offered no substantive discussion regarding these incidents, including any information on whether to expect a recurrence.

I am satisfied that there has been a repeated pattern of disturbances for which the Respondent is responsible. I am also satisfied that there have been no further disturbances occurring since August. I find the Respondent has failed to comply with her obligation not to cause disturbances.

Unauthorized occupants

The Applicant's representative provided records and notes which suggest the Respondent has been permitting unauthorized persons to reside at the rental premises with her. Schedule B to the written tenancy agreement specifies only one other authorized occupant is the Respondent's son ME. Confirmation was provided to the Applicant's representative by the Respondent's Social Worker (whom the Respondent had provided consent to communicate with) on November 12, 2022, that the Respondent's entire family was residing at the rental premises, in addition to the Respondent and her son. The Social Worker indicated she would try to speak with the Respondent about why this was a problem that could not continue. It is unknown whether the Social Worker's efforts to communicate with the Respondent were successful.

The Applicant's representative's efforts to communicate with the Respondent on any of the raised issues resulted in vague responses by the Respondent, so he cannot be certain the Respondent actually understands or appreciates the extent of the problems and the consequences that could result from them. It is unclear at this point whether the rest of the family is still residing with the Respondent.

I am satisfied on a balance of probabilities that the Respondent had permitted unauthorized occupants to reside at the rental premises.

Damages and uncleanness

Subsection 42(1) of the Act holds the Tenant responsible for damages to the rental premises that are caused by the wilful or negligent conduct of the Tenant or persons permitted on the premises by the Tenant. Paragraph 12(b) of the written tenancy agreement reiterates the obligations under subsection 42(1) of the Act.

Subsection 45(2) of the Act specifies the Tenant's responsibility to maintain the rental premises in an ordinary state of cleanliness. Paragraph 12(a) of the written tenancy agreement reiterates the obligation under subsection 45(2) of the Act.

Living room window

In the course of the previously mentioned incident of disturbances occurring in August, when Maintenance Personnel responded at the premises, they discovered that the casement portion of the living room window that the Respondent's son had been pounding on had been removed and then secured back in place with locks. Maintenance effected temporary repairs to the window casement and then replaced the damaged window the following week. The Respondent was charged a total of \$712.72 for those repairs. Since filing of this application, the Respondent has paid \$150 towards the costs of repairs, reducing the balance owing to \$562.72.

I am satisfied the Respondent is responsible for damages caused to the living room window. I find the Respondent liable to the Applicant for the costs of repairing the living room window in the remaining balance of \$562.72.

Unit condition inspection

After receiving information from a neighbouring tenant who reported observing in passing that the interior of the Respondent's premises appeared to be destroyed, the Applicant arranged for a unit inspection to be conducted. Appropriate notice of intent to enter for the inspection was given to the Respondent, and on December 9, 2022, the Applicant's representative and their Maintenance Foreman entered the premises.

The premises was in such a state that the most they could do to document it in that moment was to make personal observations and take photographs. The Applicant's representative provided his notes and the photographs as exhibits, and testified at the hearing as to his observations.

In short, the premises is in a deplorable condition. Clothes and other items are piled and strewn everywhere. Appliances and dishes are extraordinarily unclean, and garbage, food, and blood has been left out. Every wall in the premises has been intentionally damaged and written on, and will require entire sections of drywall to be replaced. Interior doors have been intentionally damaged and will require replacement. The fridge and stove are both damaged. Cabinet doors are missing.

The Maintenance Foreman confirmed to the Applicant's representative that the extent of repairs could not be commenced without vacant possession of the premises. The condition of the premises has been created entirely through the disrespectful and wilfully negligent conduct of the Tenant and/or the persons she has permitted into the premises. It is effectively destroyed, and barely habitable as a result.

I am satisfied the Respondent is responsible for the damages to the rental premises and the extraordinary uncleanliness.

Termination of the tenancy and eviction

While the repeated pattern of failing to pay the rent in full when due may be a contributing factor, it is in fact the extent of damages and uncleanliness of the rental premises that justifies the unconditional termination of the tenancy and eviction. Repairs and cleaning must be done to preserve the integrity of the premises, and clearly the Tenant has no interest in either doing that work, preventing further damages, or otherwise respecting the home she has been given. By agreement with the Applicant's representative, the tenancy will be terminated January 31, 2023, with an eviction date of February 1, 2023.

Orders

An order will issue:

- requiring the Respondent to pay costs of repairing the living room window in the amount of \$562.72 (p. 42(3)(e));
- terminating the tenancy January 31, 2023 (p. 42(3)(f), p. 45(4)(e)); and
- evicting the Respondent from the rental premises February 1, 2023 (p. 63(4)(a)).

Adelle Guigon
Rental Officer