

IN THE MATTER between **NTHC**, Applicant, and **CB**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

CB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 9, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 9, 2023

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNWT as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office November 23, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent January 4, 2023, and an addendum to the application was served on the Respondent by email, deemed received January 16, 2023, pursuant to subsection 4(4) of the *Residential Tenancies Regulations*.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused disturbances to the landlord with repeated after-hours call-outs for service, had failed to comply with their obligation to maintain the electricity account to the rental premises, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, payment of the costs for repairs and cleaning, compensation for costs associated with call-outs for service, termination of the tenancy, and eviction.

A hearing scheduled for January 10, 2023, was cancelled due to the late receipt of the proof of service of documents form. The hearing was rescheduled and held February 9, 2023, by three-way teleconference. PS appeared representing the Applicant. CB was served with notice of the hearing by email confirmed received January 11, 2023. 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 May 1, 2015. The Tenant has been assigned to three different premises during the course of this tenancy, which will be referred to going forward as Unit 307, Unit 303, and Unit 783. Unit 307 was the first premises assigned to the Respondent, who was transferred to Unit 303 pursuant to section 3 of the written tenancy agreement on September 15, 2019. The Respondent was subsequently transferred to Unit 783 on March 23, 2022, where she currently resides. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #15946 was issued April 19, 2018, in relation to the Respondent's occupancy at Unit 307. The Respondent was ordered to pay rental arrears of \$562 and the tenancy was conditionally terminated May 15, 2018, unless the rental arrears were paid in full, with an eviction order for May 16, 2018, if the termination order became effective. The termination and eviction orders were not enforced, effectively reinstating the tenancy agreement as of May 16, 2018.

Rental Office File #17223 was denied May 4, 2021. That application was made in relation to the Respondent's occupancy at both Unit 307 and Unit 303 requesting an order for payment of rental arrears, payment of future rent on time, payment of costs for repairs and cleaning to Unit 307, termination of the tenancy, and eviction. The application was filed March 22, 2021, and by the time it was heard the Respondent had successfully paid her rental arrears in full, so the request for an order to pay rental arrears and to pay future rent on time were withdrawn. The claims for the costs of repairs and cleaning to Unit 307 were made 17 months after the transfer out of that unit occurred, and no evidence was presented establishing that any efforts were made to resolve the claim with the Respondent until the application was filed. Consequently, the claim for those repairs and cleaning was dismissed as the filing of the application in that regard exceeded the 6-month time limitation set out under section 68(1) of the Act.

Rental Officer Order #17445 was issued January 29, 2022, in relation to the Respondent's occupancy at Unit 303. The Respondent was ordered to pay rental arrears of \$2,589 and the tenancy was conditionally terminated February 28, 2022, unless the rental arrears were paid in full and the February rent was paid on time, with an eviction ordered for March 1, 2022, if the termination of the tenancy became effective. The rental arrears were not paid until May 13, 2022, when Jordan's Principle paid \$3,319 on her behalf, and the Respondent did not pay February's rent on time, rendering the termination and eviction orders effective and enforceable. The Applicant chose not to enforce the termination and eviction orders, effectively reinstating the tenancy agreement as of March 1, 2022.

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 \$160 per month. No payments have been received in 15 of the last 18 months of the tenancy. The last three payments of \$160 each were received in January 2023, October 2022, and September 2022 and were paid by Education, Culture and Employment on the Respondent's behalf. The next most recent payment was the previously mentioned Jordan's Principle payment of \$3,319 in May 2022. No payments have been received against rental arrears, and no payments have been made directly from the Respondent in over two years.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$1,895. That amount represents approximately 10 months' subsidized rent.

Repairs and cleaning - Unit 303

Despite moving into Unit 783 as scheduled on March 23, 2022, the Respondent did not vacate Unit 303 for various reasons. Initially she was unable to complete her move-out because the Respondent had been hospitalized for a period of time, which the Applicant acknowledged and accommodated. However, after being discharged the Respondent continued stalling and did not remove her remaining belongings or clean the premises. The Applicant repeatedly tried to communicate with the Respondent about the repossession of Unit 303, and finally in June 2022 the Applicant deemed the premises abandoned and reclaimed possession effective June 30, 2022.

Invoices were provided for the removal and disposal of garbage, debris, and abandoned personal property. Those items were removed from Unit 303 on July 6, 2022, and the abandoned personal property was disposed of with the Rental Officer's permission on October 12, 2022.

The entry and exit inspections reports, dated September 17, 2019, and July 14, 2022, respectively, were provided in support of the Applicant's claims for repairs and cleaning. Both move-in and move-out photographs of the premises were also provided, as was a quote from the property owner (N) detailing costs for repairs and cleaning. The Applicant claimed the following:

Cleaning throughout	\$640.00
Carpet cleaning throughout	\$535.00
Patching and painting walls throughout, including repairing corner beads	\$4,940.00
Reinstall 2 bifold closet doors and 1 interior door	\$300.00
Replace 1 smoke alarm	\$120.00
Repair 1 kitchen drawer	\$150.00
Replace and install 3 fridge railings	\$500.00
Replace 2 sink plugs	\$80.00
Replace 1 light bulb	\$20.00
Repair stained linoleum floor	\$800.00
Replace 5 electrical covers	\$100.00
Replace patio door frame	\$440.00
Replace 2 interior door	\$880.00
Replace 3 door stopper	\$60.00
Replace towel rack	\$100.00
Replace toilet paper roller	\$50.00
Replace 1 bedroom window	\$800.00
Removal and disposal of garbage, debris, and items	\$1,081.77
Sub-total	\$11,596.77
10% Admin Fee	\$1,159.68
5% GST	\$634.45
Total	\$13,390.89

All of the claimed damages and uncleanliness were made out as being the Respondent's responsibility.

The claim for the replacement of three fridge/freezer bars was adjusted due to one of those bars having been damaged when the tenancy began, as documented in the entry inspection report and corroborated by the move-in photographs. Two-thirds of the claimed \$500 was allowed, amounting to \$333.34.

The claim of \$440 for the repair of the patio door frame was allowed as it was explained that the damage was not just to the door trim as it appears in the move-out photographs, but also to the door jamb itself.

Being satisfied that the Respondent is responsible for the claimed damages and uncleanliness, I find the Respondent liable for the costs of repairs and cleaning in the adjusted amount of \$13,198.40.

Utilities and call-outs

Section 8 of the written tenancy agreement clearly specifies the Tenant's responsibility to maintain the utilities accounts for the rental premises, including electricity.

Evidence was provided establishing that the Tenant has failed to maintain the electricity account in good standing for the current rental premises twice since October 2022 resulting in the installation of a load-limiter. The load-limiter was still on the metre as of January 10, 2023, but the Applicant confirmed at the hearing that it had been removed by February 2nd. This indicates that at some point between January 10th and February 2nd the Respondent resolved her debt with the local electricity provider.

Throughout the month of December, the Respondent had been repeatedly reminded that the load-limiter restricts the amount of electricity provided to the rental premises to the point that only the lights, fridge, and furnace would work at the same time. She was warned that using any other appliances would trip the breaker and cut the electricity entirely.

Despite these warnings, the Respondent called for service to reset the load-limiter five times between December 13th and December 23rd. Two of those call-outs occurred at or near normal business hours, resulting in call-out charges of \$75.08 and \$48.84. The remaining three call-outs occurred late at night and early in the morning. Those call-outs resulted in one charge of \$300.30 and two charges of \$345 each. No payments have been made against those call-out charges.

I am satisfied the Respondent failed to maintain the electricity account in good standing, and as such I find the Respondent failed to comply with her obligation under section 8 of the written tenancy agreement. I am also satisfied the call-outs for service were required as a direct result of the Respondent's negligence and effectively constitute disturbing the Landlord's possession of the rental premises. I am satisfied the charges for the respective call-outs are reasonable. I find the Respondent has failed to comply with her obligation not to disturb the Landlord and I find the Respondent liable to the Landlord for the call-out charges in the total amount of \$1,114.22.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent and the substantial amount of subsidized rental arrears that have been accumulated, combined with the Respondent's historical pattern of causing damages to the rental premises which together show a disrespect for the housing provided to her and a disregard for her contractual obligations to retain that housing, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$1,895 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$13,198.40 (p. 42(3)(e), p. 45(4)(d));
- requiring the Respondent to pay service call charges of \$1,114.22 (p. 43(3)(c));
- terminating the tenancy February 28, 2023 (p. 41(4)(c); p. 42(3)(f)); and
- evicting the Respondent from the rental premises March 1, 2023 (p. 63(4)(a)).

Adelle Guigon
Rental Officer

