

IN THE MATTER between **NTHC**, Applicant, and **TK**, 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-

TK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 7, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: March 7, 2023

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the Applicant/Landlord against TK as the Respondent/Tenant was filed by the Rental Office January 18, 2023. 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 26, 2023.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, had left the rental premises in an unclean condition, had repeatedly caused disturbances, had failed to comply with their obligation to maintain the electricity account to the rental premises, and had created a safety hazard in the course of stealing electricity from the Landlord. An order was sought for payment of rental arrears, payment of costs for repairs and cleaning, termination of the tenancy, and eviction.

A hearing was held March 7, 2023, by three-way teleconference. PS appeared representing the Applicant. TK was personally served with notice of the hearing January 26, 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 November 27, 2019. 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 are currently assessed at \$80 per month; the monthly subsidized rent July 2021 to June 2022 was assessed at \$365.

The Applicant confirmed at the hearing that since filing the application the subsidized rents for February and March have become due, and that there have been no payments received. The lease balance statement was adjusted accordingly.

No payments were received in 14 of the last 24 months of this tenancy. The last payment that was received against the Respondent's rent account was recorded on May 16, 2022, in the amount of \$200.

I am satisfied the adjusted lease balance statement accurately reflects 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 \$2,363.50. That amount represents approximately 14 months' subsidized rent.

Disturbances

Evidence was presented establishing that throughout the tenancy the Respondent and her guests have repeatedly caused disturbances which have interfered with neighbouring tenants' possession and enjoyment of their premises and the residential complex. The nature of the disturbances have included being very noisy and disruptive, fighting, yelling, banging, and permitting guests to create messes in the common areas. Further concerns were raised regarding the belief that illegal activities were being committed in or from the premises.

The parties causing these disturbances caused the neighbouring tenants to be fearful for their well-being. A significant domestic violence incident occurred in September 2022 which prompted the Respondent to vacate the premises in order to remove herself from the abusive relationship. The Applicant supported the Respondent's move and offered her an immediate transfer to a residential complex known as the Barrier Free Building, which is a more secure building where persons with mobility and other issues are normally housed.

Unfortunately, the Respondent permitted the abusive relationship to continue once at the new premises and the disturbing behaviours continued, disrupting her new neighbours' peaceful enjoyment of the premises and residential complex. The most recent incident the Applicant was made aware of occurred on March 3, 2023, with a complaint from the downstairs neighbouring tenant of being woken in the middle of the night by the Respondent screaming, a dog barking, and what sounded like wrestling around on the floor.

I am satisfied that there have been repeated disturbances originating from the Respondent's premises, and that the disturbances have been caused by the Respondent and her guests. I find the Respondent has repeatedly failed to comply with her obligation not to cause disturbances or permit disturbances to be caused in the rental premises or residential complex.

Utilities, safety hazard, and theft

On December 6, 2022, the Landlord received confirmation from the local electricity provider that the Tenant had failed to pay her electricity bill and as a result the electricity would be cut off that day. The electricity was not turned back on to the rental premises until January 17, 2023. It was confirmed that when the electricity is turned off the fire safety devices in that premises will not work, which creates a significant risk to both the tenant and others who reside in the residential complex.

On December 20, 2022, maintenance personnel documented reported that the Respondent had set up an extension cord from her apartment across the common hallway and plugged into a wall receptacle used to power the emergency lighting system. The stringing of the extension cord across the hallway in itself creates a tripping hazard, and in this particular residential complex the hazard is increased given the mobility issues most of the other residents experience. Additionally, should the extension cord plugged into the wall receptacle trip the breaker it would render the emergency lighting inoperable, which further aggravates the safety hazard created for those residents' with mobility issues.

I am satisfied the Respondent failed to comply with their obligation to maintain the electricity account to the rental premises, effectively stole electricity from the Landlord by using an extension cord to get electricity from the residential complex, and created significant safety hazards by stringing the extension cord across the common hallway and by plugging the extension cord into the wall receptacle intended for the emergency lighting system.

Repairs and cleaning

The entry and exit inspection reports, photographs, and invoices were provided in support of the following claims with respect to the move-out from original rental premises in September 2022:

Removal and disposal of items, garbage, and debris	\$1,434.17
Cleaning throughout	\$600.00
Patch and paint walls throughout	\$1,000.00
Reinstall closet door	\$100.00
Reinstall/replace light fixtures	\$310.00
Replace 2 kitchen cabinet doors	\$400.00
Replace heating vent boards	\$600.00
Repair corner beads	\$150.00
Replace electrical covers	\$30.00
Replace light bulbs	\$60.00
Replace bedroom window trim	\$200.00
Replace window screens	\$150.00
Sub-total	\$5,034.17
10% Admin Fee	\$503.42
5% GST	\$276.88
Total	\$5,814.47

I am satisfied the Respondent is responsible for the claimed damages and uncleanliness. I find the Respondent liable to the Applicant for the costs of repairs and cleaning in the amount of \$5,814.47.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the rent, the substantial amount of rental arrears that have accumulated, and the repeated and ongoing disturbances, 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 \$2,363.50 (p. 41(4)(a));
- requiring the Respondent to pay costs of repairs and cleaning in the amount of \$5,814.47 (p. 42(3)(e), s. 45(4)(d));
- terminating the tenancy agreement March 31, 2023 (p. 41(4)(c), p. 43(3)(d)); and
- eviction April 1, 2023 (p. 63(4)(a)).

Adelle Guigon
Rental Officer