

IN THE MATTER between **HNT**, Applicant, and **DL**, 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:

HNT

Applicant/Landlord

-and-

DL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: May 9, 2023

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office March 21, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was sent to the Respondent by registered mail, deemed served April 27, 2023, 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, and had failed to pay after-hours call-out charges and key replacement charges. An order was sought for payment of the rental arrears, payment of the costs for the after-hours call-out charges and key replacement charges, termination of the tenancy, and eviction.

A hearing was held May 9, 2023, by three-way teleconference. AS, Tenant Relations Officer, appeared representing the Applicant. DL was sent notice of the hearing by registered mail deemed served April 27, 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 Act.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing March 15, 2019. The tenancy was terminated March 31, 2023, by Rental Officer Order #17823. The Tenant remains in overholding occupancy of the rental premises to date. I am satisfied a valid tenancy agreement was in place that has been terminated in accordance with the Act.

Previous order

Rental Officer Order #17823 was issued December 15, 2022, and ordered the Respondent to comply with their obligation not to cause disturbances and not to breach that obligation again. Conditional tiered termination and eviction orders were also issued to terminate the tenancy agreement December 31, 2022, January 31, 2023, February 28, 2023, and March 31, 2023, unless no further disturbances verified as being caused by the Respondent or persons permitted on the premises by the Respondent were reported to the Applicant.

Between March 10th and 13th of this year the Applicant received several complaints from neighbouring Tenants of repeated disturbances caused by the Respondent and his guest fighting throughout the nights and early morning hours, waking the neighbours several times. On-site video surveillance verified the Respondent and his guests were responsible for the complained of disturbances. As a result, the Applicant notified the Respondent that the termination of the tenancy ordered under Rental Officer Order #17823 would become effective March 31, 2023, and that the corresponding eviction order would become enforceable for April 1, 2023.

The Respondent was directed to vacate the rental premises on or before March 31, 2023. On April 25th, the Respondent confirmed with the Applicant that he was working on moving out and would notify the Applicant when he had removed his belongings. The Applicant confirmed at the hearing that the Respondent remains in occupancy to date. The eviction order remains enforceable.

Rental arrears

The lease balance statement provided by the Applicant represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been subsidized – including the overholding rents for April and May 2023 – and are currently assessed at \$160. There have been no payments received in six of the last 12 months of the tenancy, and one month in which not enough was paid to cover the subsidized rent. The last payment received on the account was recorded on April 22, 2022, in the amount of \$700, which resulted in a credit being carried on the account which was not used up until November 2022.

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 and has accumulated rental arrears in the amount of \$992.50. That amount represents approximately seven months' subsidized rent.

After-hours call-out and key replacement

In July 2022 the Respondent had locked himself out of the rental premises and had to call for assistance to get back into the apartment. An after-hours call-out charge resulted from this disturbance in the amount of \$52.50, against which no payments have been received to date.

In April 2023, when the Respondent notified the Applicant that he was working on moving out of the rental premises, he also notified the Applicant that he had lost all his keys and needed to new keys to the mailbox, the residential complex, and the rental premises. The key replacements resulted in a charge of \$31.50, against which no payments have been received to date.

I am satisfied the Respondent is responsible for both of the referenced disturbances to the Landlord and that the consequential charges for service are reasonable. I find the Respondent liable to the Applicant for the costs of the after-hours call-out and the key replacements in the total amount of \$84.

Termination of the tenancy and eviction

I am satisfied that termination of the tenancy and eviction are justified because of the Respondent's repeated failure to pay the rent and the substantial amount of rental arrears that have accumulated. However, because the tenancy has already been terminated in accordance with the Act under Rental Officer Order #17823, and the related eviction order is valid and enforceable, another termination and eviction order is not necessary under the current application.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$992.50 (s. 41(4)(a), s. 67(4)); and
- requiring the Respondent to pay costs for the after-hours call-out and for key replacements in the amount of \$84 (s. 43(3)(c)).

Adelle Guigon
Rental Officer