

IN THE MATTER between **HNT**, Applicant, and **CW**, 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 **Jerry Vanhantsaeme** Rental Officer, regarding a rental premises located within the **town of Norman Wells in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 4, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CL, representing the Applicant
	AY, representing the Applicant
<u>Date of Decision:</u>	September 6, 2024

REASONS FOR DECISION

An application to a rental officer made by NWA on behalf of HNT as the Applicant/Landlord against CW as the Respondent/Tenant was filed by the Rental Office June 27, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by multiple methods. Service by registered mail on August 27, 2024, email on August 27, 2024 and deemed served on August 31, 2024.

The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay rent, accumulated rental arrears, caused disturbances, and failed to maintain the ordinary cleanliness of the rental premises. The Applicant sought an order requiring the Respondent to pay the rental arrears, pay future rent on time, not to cause further disturbances, maintain the rental premises in an ordinary state of cleanliness and not breach that obligation again, termination of the tenancy agreement, and eviction.

A hearing was scheduled on September 4, 2024. CL and AY appeared representing the Applicant. CW did not attend the hearing, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Residential Tenancies Act (the Act). Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on April 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous Orders

Rental Officer Order #15490, filed August 14, 2017, ordered the Respondent to pay their future rent on time.

Rental arrears

The Landlord entered into evidence a lease balance statement for the Tenant's rent account. The statement represents the Landlord's accounting of the monthly rent and payments against the Tenant's account. The statement provided at the time of the application indicated the Respondent received a rent subsidy and they were only required to pay \$400.00 of the \$1,020.00 calculated rent. The statement also showed in the 12 months prior to the application, the Respondent had missed or failed to pay in full four months of the calculated rent, resulting in the accumulation of rental arrears in the amount of \$1,590.00.

During the hearing, the Applicant's representative testified and provided evidence an updated lease balance statement showing the Respondent had not made any other payments and the arrears had increased to \$2,010.00. A tenant note dated August 22, 2024, indicated a notice was sent regarding arrears. The notice was not included in the application package. Upon request, the August 22 and subsequent July 15, 2024 notice was provided. Also provided was a May 1, 2024 letter, primarily regarding disturbances, but did include the rental arrears balance and requested the Respondent attend the office to set-up a repayment plan.

The updated lease balance statement also indicated two charges totalling \$420.00. A \$400 charge for cleaning of a temporary unit and \$20.00 for key replacement. The statement also indicated the Respondent had made an \$800.00 lump sum payment towards their rent shortly after the application had been submitted, however, did not pay the rents for July and August 2024.

In removing the cleaning charge and key costs from the statement, I find the Respondent has accumulated rental arrears in the amount of \$1,590.00.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account.

Cleaning costs

Entered into evidence was a May 9, 2024 letter from the Applicant's representative to the Respondent regarding the cleaning of animal waste at another unit being used as temporary lodging while their unit was under renovation. The Applicant's representative testified when the Respondent moved back into their unit, they were asked to return to the temporary lodging for cleaning up the waste. Upon request from the Rental Officer, the representative stated they are not aware of any cleanliness issues at their rental premises now.

With no photo evidence to support the Applicant's claim, the request for maintaining ordinary cleanliness is **denied**.

Also, due to the lack of evidence provided by way of pictures or invoices, the \$400.00 charge for cleaning on the lease balance statement is **dismissed**.

Key replacement

The lease balance statement entered into evidence indicates a charge in the amount of \$20.00 for replacement keys. As there was no evidence provided, the claim for key replacement is **dismissed**.

Disturbances

The Applicant's representative provided May 1, 2024 letter and tenant notes, and an email from the RCMP regarding disturbances at the rental premises.

May 1, 2024 - Letter

Letter and note indicate an incident occurred at the rental premises on April 9, 2024, whereas a disturbance was taking place on the driveway, in which a group of people were being beaten. The letter also reminded the Respondent of their responsibility as a tenant to not disturb the landlord's and other tenants quiet enjoyment of the rental premises.

June 6, 2024 - Note

The Applicant's representative received a complaint regarding the Respondent. Representative attended the rental premises with technical staff and RCMP. A non-occupant answered the door, claiming the Respondent was kicked-out, but was working out of town. RCMP later identified the person, who is not on the tenancy agreement as either a resident or occupant. The Applicant's representative testified the Respondent was to visit the office but did not come.

August 21, 2024 - Email

Regarding a request from Applicant's representative requesting a report on incidents occurring at different rental addresses, the Respondent's address was identified as visited four times within the last six months.

When questioned as to why a request was done to the RCMP, the representative testified they were trying to work closer with them. The question was also raised with regards to reason for the visit. The Applicant could not confirm if the RCMP visit was in relation to disturbances.

I am satisfied the Respondent has caused the described disturbances and I find that by doing so they failed to comply with their obligation not to cause disturbances.

Termination of the tenancy agreement and eviction

In consideration of the Respondent's repeated failure to pay their rent and the amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

While there is evidence of one occasion of the Respondent being responsible for disturbances at the rental premises, I am not satisfied an unconditional termination of the tenancy agreement and eviction are warranted. A conditional termination and eviction would be reasonable under the circumstances.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$1,590.00 (p.41(4)(a));
- requiring the Respondent to pay their future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to not cause disturbances and not breach that obligation again (p. 43(3)(a), p.43(3)(b));
- terminate the tenancy agreement on November 30, 2024, unless the rental arrears are paid in full, the monthly rents for September through November are paid in full, and there are no further disturbances verified as being caused by the respondent or their guests (p. 41(4)(c), p. 43(3)(d), ss. 83(2)); and
- evicting the Respondent from the rental premises on December 1, 2024, should the tenancy be terminated (p. 63(4)(a), ss.(83(2))).

Jerry Vanhantsaeme
Rental Officer