

IN THE MATTER between **NTHC**, Applicant, and **C.D.**, 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,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**C.D.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 16, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.N., representing the applicant C.O., representing the applicant C.D., respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 16, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against C.D. as the respondent/tenant was filed by the Rental Office May 16, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personal served a copy of the filed application on the respondent May 25, 2016.

The applicant alleged the respondent had repeatedly failed to pay rent, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the rental arrears, that future rent be paid on time, payment for costs of repairs, and conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for June 16, 2016, in Yellowknife, Northwest Territories. Ms. E.N. and Mr. C.O. appeared representing the applicant. Ms. C.D. appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing June 27, 2011. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The statements of account submitted into evidence represent the landlord's accounting of monthly assessed rents and payments made against the respondent's rent account. All rents have been subsidized since at least January 2016 to \$80 per month. The last payment to the account was recorded on June 1, 2016, in the amount of \$40. The current rental arrears claimed amount to \$457 representing approximately six months' rent. The respondent did not dispute the amount of rental arrears claimed.

I am satisfied the statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to comply with her obligation to pay her rent in full and on time. I find the respondent has accumulated rental arrears in the amount of \$457. Considering the subsidized monthly rent amounts, I am satisfied the amount of rental arrears accumulated are substantial.

### *Repairs*

The applicant's representatives testified and provided evidence of the following damages to the rental premises:

holes and gouges in 12 walls	\$1,920.00
three broken interior doors and frames	\$390.00
one broken living room window	\$393.75
one broken sliding bedroom window	\$1,170.00
10% admin fee	\$387.38
5% GST	\$213.06
<b>Total</b>	<b>\$4,474.18</b>

The walls and doors have not as yet been repaired, but the windows have been. Invoices and work orders for the completed window repairs were provided into evidence.

The respondent did not dispute the holes and gouges in the walls and accepted responsibility for their repair. She indicated she had a friend who was helping her fix the holes herself.

The respondent disputed that the damages to the doors were her responsibility, suggesting that the damages were caused over time due to shifting of the rental premises and that they had never fit properly.

The respondent indicated that the living room window had been broken by a third party against whom charges had been laid by the RCMP. Should the third party be convicted, restitution is expected. The applicant's representatives had not been made aware that a charge had been laid in this matter and agreed to withdraw the request for costs of repairing the living room window until the charges had been resolved through the courts.

The respondent did not dispute the damages to the sliding bedroom windows and accepted responsibility for their repair.

In order to permit the applicant to re-inspect the rental premises with an eye towards determining the extent of the damages to the walls and what, if any, repairs have been made by the respondent to them, and to confirm whether or not the damages to the doors are related to shifting or tenant negligence, the hearing specifically in regard to those two matters was adjourned *sine die*.

I am satisfied the respondent is responsible for the damage to the bedroom windows and I find the respondent liable for the cost of those repairs in the amount of \$1,351.35.

*Termination of the tenancy agreement and eviction*

Primarily in consideration of the respondent's repeated failure to pay her rent and the substantial amount of rental arrears, in combination with the respondent's repeated historical pattern of causing damages to the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified. Under the circumstances, a conditional termination and eviction dependent on the respondent's successful payment of her rent on time and payment in full of the rental arrears and costs of repairing the bedroom windows is reasonable.

*Orders*

An order will issue requiring the respondent to pay rental arrears in the amount of \$457; to pay costs of repairs in the amount \$1,351.35; to pay future rent on time; terminating her tenancy agreement November 30, 2016, unless the monthly rents are paid on time and the rental arrears and costs of repairs totalling \$1,808.35 are paid in full; and evicting the respondent from the rental premises December 1, 2016, if the termination of the tenancy agreement becomes effective.

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Adelle Guigon  
Rental Officer