

IN THE MATTER between **AJ**, Applicant, and **RM**, 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:

**AJ**

Applicant/Landlord

-and-

**RM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 30, 2016

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** AJ, representing the applicant  
JT, representing the applicant

**Date of Decision:** November 30, 2016

**REASONS FOR DECISION**

An application to a rental officer made by AJ as the applicant/landlord against RM as the respondent/tenant was filed by the Rental Office September 20, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served the filed application on the respondent September 22, 2016, and subsequently served an addendum to the application on the respondent by personal service October 31, 2016, and by email deemed received October 31, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The applicant alleged the respondent had repeatedly failed to pay rent, had failed to pay utilities, had accumulated rental arrears, had caused damages to the rental premises, had permitted unauthorized persons to reside in the rental premises, had failed to keep the premises clean, and had permitted smoking in the rental premises. An order was sought for payment of rental arrears, payment of utilities arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 30, 2016, in Yellowknife, Northwest Territories. Mr. AJ and Mr. JT appeared representing the applicant. Mr. RM was served notice of the hearing by email deemed received November 19, 2016. The respondent did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

*Tenancy agreement*

The applicant's representatives testified and provided evidence establishing a residential tenancy agreement between the parties commencing January 1, 2016. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

*Rental arrears*

The applicant's representatives testified and provided evidence establishing that the respondent had failed to pay the full amount of rent for September, October, and November 2016, had been late paying the rent for August as well. I am satisfied the respondent has been repeatedly late paying rent and I find the respondent has accumulated rental arrears in the amount of \$5,700.

*Utilities*

The tenancy agreement indicates utilities are not included in the rent for the rental premises, making them the respondent's responsibility. The applicant's representatives testified that they had received notification from Northland Utilities that the respondent's electricity account was in arrears which resulted in the installation of a load limiter to the rental premises. The electricity account remains the respondent's liability directly to Northland Utilities, not to the applicant.

The applicant's representatives further testified that the landlord received notification from the City of Yellowknife that the respondent's water account was in arrears and that should those arrears not be resolved by December 31, 2016, the debt would be transferred to the landlord's property tax account. As yet, the water account remains the respondent's liability directly to the City of Yellowknife; however, should that debt be transferred to the applicant's property tax account then the respondent will be liable to the applicant for those arrears. Until then, I cannot grant the applicant's claim for the water bill. The applicant retains the right to make a new application to a rental officer should he inherit the water account arrears.

### *Damages*

The applicant conducted an inspection of the rental premises, after giving notice of intent to enter in accordance with the Act, on October 31, 2016. Photographs were taken at the time to document the following damages:

- three holes in the walls
- four stained/damaged floor tiles
- one damaged door trim
- missing oven door and damaged flat top range
- missing kitchen cabinet door knobs
- five interior doors with holes

The applicant's representatives attended the premises November 23, 2016, for the purposes of serving a notice of intent to enter and observed at that time that none of the listed damages appeared to have been repaired, and it looked like additional damages had occurred. The applicant forwarded the October 31<sup>st</sup> photographs to a contractor to provide an estimate of costs for repairs, which was given November 30, 2016, in the amount of \$5,152.87.

I am satisfied the respondent is responsible for the damages evident in the provided photographs, and I am satisfied that the estimate of costs given for the necessary repairs is reasonable. I find the respondent liable to the applicant for the costs of repairs in the amount of \$5,152.87.

### *Termination of the tenancy agreement and eviction*

In consideration of the respondent's repeated failure to pay his rent, the substantial amount of rental arrears accumulated, and the extent of damages evident to date, 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 \$5,700; authorizing the applicant to effect repairs to the rental premises and requiring the respondent to pay the costs of repairs in the amount of \$5,152.87; terminating the tenancy agreement November 30, 2016; evicting the respondent from the rental premises December 15, 2016; and requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$82.19 for each day he remains in the rental premises after November 30, 2016.

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Adelle Guigon  
Rental Officer