

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

**GE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2017

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

**Appearances at Hearing:** BL, representing the applicant  
TM, representing the applicant  
RM, representing the applicant  
GE, respondent  
MB, Tlicho interpreter for the respondent

**Date of Decision:** June 13, 2017

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against GE as the respondent/tenant was filed by the Rental Office March 28, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The applicant personally served the filed application on the respondent April 10, 2017.

The applicant alleged the respondent had repeatedly failed to pay rent and had caused damages to the rental premises. An order was sought for payment of the rental arrears, payment of costs for repairs, termination of the tenancy agreement, eviction, and compensation for use and occupation of the rental premises.

A hearing was scheduled for June 13, 2017, in Behchoko, Northwest Territories. BL, TM, and RM appeared representing the applicant. GE appeared as respondent. MB appeared to provide Tlicho interpretation services for the respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between the parties commencing October 9, 2008. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statements entered 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 and are currently assessed at \$75 per month. Between January 2015 and June 2017, there were 10 months where no payments were received. The respondent did not dispute the accuracy of the landlord's accounting.

I am satisfied the lease balance statements accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay his rent when due and has accumulated rental arrears in the amount of \$1,279.

### *Damages*

The applicant's representatives testified and provided evidence establishing extensive damages throughout the rental premises. The tenant check-in condition report completed October 9, 2008, describes a brand new rental premises with no damages or defects. A condition rating report completed during an inspection conducted March 14, 2017, and photographs taken at the time depict extensive damages to the rental premises, including:

- one damaged exterior door, jamb, and casing
- broken electrical switch covers and fixtures in the entry, kitchen, and bathroom
- Kitchen range hood dirty beyond recovery, requiring replacement
- damaged kitchen cabinets and counter top beyond repair, requiring complete replacement
- five broken windows
- extensive holes in 50 percent of the walls throughout the rental premises
- two damaged interior doors, requiring replacement
- damaged soffits/fascia/spouts

The respondent did not dispute that any of the claimed damages occurred during his tenancy. He did mention that much of the damages were caused by a former girlfriend's adult children. When asked if he reported any of the damages when they occurred he claimed that housing staff was never there when he tried to report it. I find it difficult to believe that housing staff was never there. It seems more likely than not that if the respondent did try to report the damages he only tried once.

The applicant's representatives confirmed that the damages were of such an extent that vacant possession of the rental premises would be required to effect the necessary repairs.

I am satisfied the damages claimed by the landlord were caused by the wilful or negligent conduct of the respondent and/or persons he permitted into the rental premises, and as such I find the respondent liable for costs associated with the necessary repairs.

The costs to replace the kitchen cabinets and counter tops were estimated at \$2,000, but the landlord failed to account for depreciation. Based on a 50-year useful life expectancy for the kitchen cabinets and counters, 18 percent (\$360) was deducted from the estimate resulting in a cost liability to the tenant to replace the kitchen cabinets and counters in the amount of \$1,640. All of the other cost estimates for the remaining repairs and replacements are reasonable and allowed.

At hearing, the calculation of the amount of costs for repairs was amended from the total identified on the condition rating report of \$5,570. My review of the calculations after the hearing found that the sum on the condition rating report was incorrectly calculated and should have read \$7,370. Having already found in favour of the applicant for costs claimed as individually identified in the condition rating report, I have deducted the \$360 from the correct total of \$7,370 to assess the total cost of repairs allowed at \$7,010.

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

In consideration of the respondent's repeated failure to pay his rent, the substantial amount of subsidized rental arrears, and the extensive amount of damages, I am satisfied termination of the tenancy agreement and eviction are justified. Particularly in consideration of the nature of the damages, I can have very little confidence that further damages will not occur.

*Orders*

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$1,279;
- requiring the respondent to pay costs of repairs in the amount of \$7,010;
- terminating the tenancy agreement June 30, 2017;
- evicting the respondent from the rental premises July 1, 2017; and
- requiring the respondent to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day the respondent remains in the rental premises after June 30, 2017.

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Adelle Guigon  
Rental Officer