

IN THE MATTER between **NTHC**, Applicant, and **DM and JM**, Respondents.

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-

DM and JM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 3, 2017
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	BL, representing the applicant TM, representing the applicant DP, representing the applicant DM, respondent JM, respondent PS, witness for the respondents DS, witness for the respondents
<u>Date of Decision:</u>	October 3, 2017

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the applicant/landlord against DM and JM as the respondents/tenants was filed by the Rental Office July 31, 2017. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the respondents August 17, 2017.

The applicant alleged the respondents had failed to pay the full amount of their security deposit, had caused damages to the rental premises, and had left the premises in an unclean condition. An order was sought for payment of the security deposit and payment of costs for repairs and cleaning.

A hearing was scheduled for October 3, 2017, in Behchoko. BL, TM, and DP appeared representing the applicant. DM and JM appeared as respondents with PS and DS appearing as witnesses for the respondents.

Tenancy agreement

The parties agreed and evidence was presented establishing a fixed-term residential tenancy agreement between them for subsidized public housing from May 12, 2017, to August 11, 2017. The respondents vacated the rental premises on July 6, 2017.

It was discovered at hearing that the respondents had been given written and verbal notice by the applicant on July 5, 2017, that their tenancy agreement had been terminated the same day due to alleged breaches of the terms of their tenancy agreement, and that they were required to vacate the rental premises immediately. It was suggested to them at the time that they did not have the option to dispute or otherwise make arguments against the termination of their tenancy agreement, which they believed. The respondents' request for some time to remove their belongings and clean the premises was denied. Not knowing or understanding their rights as tenants, the respondents felt compelled to leave within a day of receiving notification from the landlord.

The July 5th notice given to the respondents was read into the record. I found that the notice failed to comply with the requirements of either of sections 51 or 54 of the Act. Subsection 51(3) of the Act requires a subsidized public housing landlord to give a tenant at least 30 days' written notice to terminate the tenancy agreement on the last day of a fixed-term tenancy. Subsection 54(1)(a) of the Act requires any landlord to give a tenant at least 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly and unreasonably disturbed the landlord's or other tenant's possession or enjoyment of the residential complex. As mentioned, neither of these minimum requirements was met as the respondents were given less than one day's notice to terminate the tenancy and vacate the rental premises.

The respondents were not provided fair opportunity to find alternate accommodations. As a result, the respondents could not find a place where they could stay together. JM was forced to reside with his mother while DM and their children were forced to reside with her mother. JM testified that he did not pay rent to stay at his mother's, but he did pay for groceries. DM testified that she paid her mother \$100 per month plus groceries to stay with her mother. The respondents paid a subsidized rent at the rental premises assessed at \$75 per month, and were charged a prorated amount for the first seven days of July based on that subsidy. Given the respondents would have had to pay for groceries no matter where they were living, I am not prepared to grant them compensation for costs of groceries. I am prepared to grant the respondents compensation for the extra \$25 per month DM had to pay her mother over the subsidized rent amount the respondents would have been obligated to pay under their tenancy agreement. As the respondents were not given notice in accordance with the Act to terminate their tenancy agreement, compensation for the difference in rent for two months is reasonable.

I find the applicant has failed to comply with their obligations under the Act respecting termination of the tenancy agreement and, therefore, must compensate the respondents for losses suffered as a direct result of that breach in the total amount of \$50.

Security deposit and rent credit

The applicant claimed an outstanding amount of \$91.75 for the respondents' security deposit. The security deposit was charged at the commencement of the tenancy at \$1,149. As of the end of the tenancy the respondents had paid \$1,057.25 towards their security deposit, leaving a balance outstanding of \$91.75. Given the tenancy ended when the respondents vacated the rental premises July 6th, there is no point to the respondents paying the remainder of the security deposit. The applicant's request for the outstanding security deposit is denied.

It was additionally noted in reviewing the lease balance statement that the respondents in fact carried a rent credit in the amount of \$58.

Repairs and cleaning

An entry inspection had been conducted of the rental premises on May 12, 2017, which the respondents participated in. The premises was noted to be in good condition throughout with no damages other than a few minor scratches on the front exterior door.

An exit inspection was then conducted on July 7, 2017, which the respondents also participated in. Photographs were taken during the exit inspection. Damages noted included dents to the front exterior door, a broken toilet handle, a broken electrical outlet cover, three holes in the walls, and cleaning required throughout.

Given that the respondents were not given notice in accordance with the Act to terminate their tenancy agreement and as a result were not given fair opportunity to clean the premises prior to their departure, the applicant's request for compensation of costs to clean the premises is denied.

I am satisfied that the respondents are responsible for the damages claimed, and as such I find the respondents liable to the applicant for costs of repairs to replace the front exterior door, replace the toilet handle, replace the electrical outlet cover, and patch and paint three holes in the walls in the total amount of \$1,160.

Summary

Based on the above findings, the respondents have a credit in their favour of \$50 compensation for the landlord's improper termination of their tenancy agreement, \$58 rent credit, and \$1,057.25 security deposit for a total credit amount of \$1,165.25. In applying this credit to the costs granted the applicant for repairs of \$1,160, the parties are left with an amount owing by the applicant to the respondent in the amount of \$5.25. The respondents agreed at hearing that there was no reasonable value to them to issuing an order for the applicant to pay this amount.

There being no order, only these reasons for decision will be issued.

Additional observations

I feel it necessary to express my disappointment in the landlord's actions in this case. The respondents are very young, first-time renters who were clearly eligible for the subsidized public housing they were given. I did not hear the particulars of the incident or incidents which occurred during this very short tenancy under which the landlord felt justified to terminate the tenancy agreement, but I did not need to. The landlord is very aware of the causes set out under the Act which justify termination of a tenancy, and the procedures which must be followed to do so. Nearly every other matter this landlord has brought before me involving disturbances and/or damages has had dramatically more significant circumstances which justified the termination and eviction the landlord sought, and in nearly every one of those cases the landlord acted in accordance with the Act to achieve the remedies they sought. Why was this apparently less significant case managed so differently and so harshly? It seems to me in this instance the landlord took advantage of the young people's ignorance of their rights and effectively bullied them into vacating the premises without notice. Were it in my power to do so I would have liked to consider some form of fine against the landlord for the actions they took in this instance.

Adelle Guigon
Rental Officer