

IN THE MATTER between **W. F.**, Applicant, and **D.M.**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**W.F.**

Applicant/Landlord

-and-

**D.M.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 19, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** W.F., applicant  
D.M., respondent

**Date of Decision:** April 19, 2018

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair the damages and terminating the tenancy agreement and evicting the respondent if the respondent failed to pay the rent arrears and/or complete the repairs.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2782. The monthly rent for the premises is \$1400 and is due in advance on the first day of each month. The applicant asked that the rent arrears be paid no later than May 15, 2018.

The respondent did not dispute the rent arrears and stated that she would be able to pay them.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid. In my opinion it is reasonable to require the arrears to be paid on or before May 15, 2018 along with the May, 2018 rent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2782 and terminating the tenancy agreement on May 15, 2018 unless the rent arrears and the rent for May, 2018 in the total amount of \$4182 are paid in full. An eviction order shall become effective on May 16, 2018 unless the rent arrears and the May, 2018 rent in the total amount of \$4182 are paid in full on or before May 15, 2018.

The applicant also provided numerous photographs of the premises showing extensive damages and testified that the damages were all the result of the negligence of the respondent and had occurred during the term of the tenancy agreement. The damages consist of extensive damage to drywall surfaces, a large hole in the sub-floor, carpets damaged beyond cleaning or repair, torn screens, broken locksets, broken windows, a broken oven handle, missing towel racks, a broken door jamb and a broken heat register.

The respondent did not dispute the damages. The photographs were individually reviewed and the respondent stated that each of the noted damages was the result of her son's behaviour. She stated that her son had worked for the landlord previously, was capable of repairing the damage and would do so. The applicant was satisfied to have the respondent repair the damages but wanted the repairs completed by May 31, 2018 or have the respondent evicted.

In my opinion the damages are sufficient in themselves to warrant termination of the tenancy agreement and eviction. It is surprising, given the extent of the damage, that the applicant is willing to agree to the continuation of the tenancy agreement. However, since the parties wish to have the respondent undertake the repairs, the question as to the adequacy and/or completeness of the repairs may well become an issue which will require a finding of a rental officer. For that reason, I shall only issue an order to complete the repairs at this time and shall adjourn the decision on termination and eviction *sine die*. The applicant may have that matter determined on written notice to a rental officer and the respondent after June 1, 2018.

I find the respondent in breach of her obligation to repair damages to the premises which were made necessary by her negligence. An order shall issue requiring the respondent to comply with her obligation to repair damage by repairing the following items on or before May 31, 2018.

- a) Repair all damages to drywall, finish joints and screws and paint.
- b) Repair hole in sub-floor
- c) Replace damaged carpets (to be supplied by landlord)
- d) Repair torn screens
- e) Repair or replace broken locksets
- f) Repair broken windows
- g) Repair broken oven door
- h) Replace missing towel racks
- i) Repair broken door jamb
- j) Replace broken heat register

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Hal Logsdon  
Rental Officer