

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

CM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 25, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JS, representing the applicant
CM, respondent
BB, Integrated Case Management

Date of Decision: July 25, 2018

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of the NTHC as the applicant/landlord against CM as the respondent/tenant was filed by the Rental Office May 30, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the respondent July 16, 2018.

The applicant alleged the respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had permitted pets in the rental premises, had caused damages to the rental premises, and had failed to pay the costs of repairs. An order was sought for payment of rental arrears, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 25, 2018, in Yellowknife. JS appeared representing the applicant. CM appeared as respondent, with BB from Integrated Case Management appearing on the respondent's behalf.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. 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 and statements of account (rent documents) 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 \$160 per month. Either insufficient payments or no payments were made in seven of the last 12 months of the tenancy.

The respondent did not dispute the accuracy of the landlord's account, acknowledging the debt and accepting responsibility for it. Since being served with the filed application to a rental officer, the respondent has accessed resources not previously accessed to assist with resolving the debts and stabilizing the rent account. The respondent anticipates having all her arrears (including those for costs of repairs which will be discussed further in these reasons) paid in full by the end of October.

I am satisfied the rent documents accurately reflect the current status of the respondent's rent account. I find the respondent has repeatedly failed to pay the rent in full when due and has accumulated rental arrears in the amount of \$2,190.

Pets

Schedule B and paragraph 4(b) of the addendum to the written tenancy agreement specify that no pets are allowed at the rental premises.

Complaints were received in August 2017 and May 2018 of dogs being kept at or visiting the rental premises. Photographs taken in May 2018 substantiate the claims. The respondent had signed an affidavit in August 2017 swearing that no dogs were kept in the rental premises.

The respondent clarified that although she does not keep a dog, her son does bring his dog with him when he visits her and it is that dog represented in the photographs and from the complaints. Until the day before this hearing, the respondent had not understood that no pets at the premises meant any at all, regardless of the duration the pets might be at the premises or who the pets actually belonged to. The respondent now understands this and has committed to ensuring that no pets will attend the premises going forward. The applicant's representative was satisfied with this commitment.

Damages

The applicant claimed costs for repairs of six windows at the rental premises in the total amount of \$3,361.05. Work orders, invoices, and emails were submitted into evidence to substantiate the claim.

It was established at hearing that the kitchen window and one of the bedroom windows had been broken from outside the rental premises by the respondent's neighbour on or about September 5, 2017. The incident involving this damage was reported to the RCMP and charges were laid, from which restitution remains possible. I am satisfied the damage to the kitchen window and one bedroom window was not caused by the respondent or persons permitted in the rental premises by the respondent, and as such I do not find the respondent responsible for the costs of repairing those windows. Costs associated with repairing the kitchen window and one bedroom window in the amount of \$1,001 are denied.

It was established at hearing that on or about September 10, 2017, the respondent's adult son, who was an authorized occupant of the rental premises at the time, became angry with the respondent and broke two living room windows and one bedroom window. The respondent accepts responsibility for the costs of repairing those three windows. I am satisfied the respondent is responsible for the damages to two living room windows and one bedroom window, and I find the respondent liable for the costs of repairing those three windows in the amount of \$1,859.55.

The work orders and invoice presented at hearing referenced a third bedroom window also being repaired. No documentary evidence was presented establishing how or when the third bedroom window was damaged. The respondent disputed that the third bedroom window was damaged, and could not understand why it would have been replaced along with the other windows that were damaged at the time. The applicant's representative had no direct knowledge of the condition of the window in question. There being no conclusive evidence either that the third bedroom window was damaged or if it was damaged how it was damaged or by whom, I cannot find the respondent liable for the costs of repairs. The applicant's claim for costs of repairing the third bedroom window of \$500.50 are denied.

Termination of the tenancy agreement and eviction

In light of the respondent's repeated failure to pay the rent in full when due and the substantial amount of subsidized rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the parties, the termination and eviction orders will be conditional on the payment of the rental arrears of \$2,190 in full and payment of future rent on time.

Orders

An order will issue:

- requiring the respondent to pay rental arrears in the amount of \$2,190;
- requiring the respondent to pay future rent on time;
- requiring the respondent to pay costs of repairs in the amount of \$1,859.55;
- terminating the tenancy agreement October 31, 2018, unless the rental arrears of \$2,190 are paid in full and the rents for August, September, and October are paid on time; and
- evicting the respondent from the rental premises November 1, 2018, if the termination of the tenancy agreement becomes effective.

Adelle Guigon
Rental Officer