

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

PL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 18, 2018
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	December 18, 2018

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of the NTHC as the Applicant/Landlord against PL as the Respondent/Tenant was filed by the Rental Office October 26, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail signed for December 3, 2018.

The Applicant alleged the Respondent had caused damages to the rental premises and had failed to comply with a payment plan agreement for costs of repairs. An order was sought for payment of the outstanding costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for December 18, 2018, in Hay River. The Rental Officer appeared by telephone. AS appeared representing the Applicant. PL was served notice of the hearing by registered mail signed for December 3, 2018. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representative testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized housing under the Landlord's Homeownership Entry Level Program (HELP) commencing August 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous order

Rental Officer Order Number 15259 issued September 28, 2016, required the Respondent to pay rental arrears in the amount of \$3,337.11, required the respondent to pay for costs of repairs in the amount of \$122.45, terminated the tenancy agreement September 30, 2016, evicted the Respondent from the rental premises for October 31, 2016, and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$33.53 for each day she remained in the rental premises after September 30, 2016. The monetary portion of this order was fully satisfied, and the Applicant re-instated the tenancy as of October 1, 2016, as indicated in their notice dated January 27, 2017.

Damages

In December 2017, the Tenant called the Landlord to unplug the sewer line. A plumber was sent and discovered a toy blocking the line. Because the damage was caused by the Tenant's (or their child's) actions, the Landlord charged the Tenant for the repairs in the amount of \$366.30.

In August 2018, the Tenant reported a broken window to the Landlord. The Landlord repaired the broken window, charging the Tenant \$283 for the repair.

In October 2018, the Tenant locked herself out of the rental premises and called the after-hours line to be let back in. The Landlord charged the Tenant \$50 for the after-hours call out.

When the application to a rental officer was filed, the Respondent had only paid \$348.70 towards the accumulated charges for repairs of damages, leaving an outstanding balance of \$350.60. That remaining balance was paid in full by December 13, 2018.

The Applicant's representative testified that on December 12, 2018, the Tenant again called the Landlord to unplug the sewer line. The plumber who attended found a Lego piece blocking the line. The Respondent has not yet been invoiced for this repair, but the Applicant wanted the tribunal to be aware of the additional call-out to demonstrate the continuing pattern of damages being caused to the rental premises by the Respondent.

Subsection 12(b) of the written tenancy agreement requires the Tenant to promptly pay the costs of repairing damages caused by the wilful or negligent conduct of the Tenant or persons permitted on the premises by the Tenant, and prohibits the Tenant from causing, suffering, or permitting such damages to occur.

I am satisfied that the Respondent is responsible for the above mentioned damages, and I find the Respondent has failed to comply with her obligation to pay for the costs of repairs in a timely manner and has repeatedly failed to comply with her obligation not to cause damages or permit damages to be caused to the rental premises.

Termination of the tenancy agreement and eviction

Given the Respondent has paid the repairs arrears in full, the Applicant's representative withdrew their request for an order to pay the costs of repairs and amended their request for termination of the tenancy and eviction to request the termination and eviction be conditional on no further damages being caused. Under the circumstances, I am satisfied the Applicant's amended request is reasonable, and I am satisfied that the repeated pattern of causing damages is justification for conditional termination and eviction orders.

Orders

An order will issue:

- requiring the Respondent to comply with her obligation to repair any damages to the rental premises or residential complex caused by the wilful or negligent conduct of the Tenant or persons permitted on the premises by the Tenant (p. 42(3)(a));
- prohibiting the Respondent from causing any further damages to the rental premises (p. 42(3)(b));
- terminating the tenancy agreement March 31, 2019, unless no further damages to the rental premises or residential complex are caused by the wilful or negligent conduct of the Tenant or persons permitted on the premises by the Tenant (p. 42(3)(f), ss. 83(2));
- evicting the Respondent from the rental premises on or after April 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer