

IN THE MATTER between **NTHC**, Applicant, and **GN and JK**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**GN and JK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 8, 2019

**Place of the Hearing:** Fort McPherson, Northwest Territories

**Appearances at Hearing:** SW, representing the Applicant

GN, Respondent

**Date of Decision:** January 8, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against GN and GN as the Respondents/Tenants was filed by the Rental Office on November 5, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was personally served on GN on December 12, 2018. The filed application was deemed served on JK by registered mail on December 4, 2018, under subsection 71(5) of the *Residential Tenancies Act*.

The Applicant claimed that the Respondents had repeatedly failed to pay rent on time, had accumulated rental arrears, had failed to pay utilities, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of tenant damages, termination of the tenancy agreement, eviction, and compensation for use and occupancy of the rental premises.

A hearing was scheduled for January 8, 2019, in Fort McPherson. Janice Laycock, Deputy Rental Officer appeared by telephone. SW appeared representing the Applicant. GN was served notice of the hearing by personal service on December 12, 2018. JK was deemed served notice of hearing by registered mail on December 6, 2018. GN appeared at the hearing by telephone. JK did not appear. When asked, GN said he was not speaking for JK. The hearing proceeded in the absence of JK as provided for in subsection 80(2) of the *Residential Tenancies Act*. I would note that JK is not believed to be occupying the rental premises and has not been seen by GN since at least August of 2018.

#### *Tenancy Agreement*

The Applicant's representative testified and evidence was presented establishing a joint tenancy agreement between the parties commencing December 1, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental Arrears*

The Lease Balance Statement provided by the Applicant and entered into evidence represents the accounting of monthly assessed rents and payments received. The Statement shows that the total arrears as of January 31, 2019 are \$280.00. The subsidized rent was \$70.00 and up until September 2018 regular payments were made. No payments were made during the period October 2018 to January 2019.

I am satisfied that the Lease Balance Statement accurately reflects the current status of the Respondent's rental account. I find that the Respondents have failed to pay their rent when due and have accumulated rental arrears in the amount of \$280.00.

### *Obligation to pay for Utilities*

At the hearing the Applicant also expressed concern that the Respondents were not paying their utilities (electricity) as required under their tenancy agreement. The Applicant was notified by the utility company that a load limiter was being installed on the rental premises because of non-payment of bills.

Part 8 of the Residential Tenancy Agreement Indeterminate Lease as signed by both the Applicant and the Respondents outlines the following obligation, *"The Tenant shall pay for all utilities provided to the Premises (Including fuel oil, natural gas, wood, electricity, water, sewer services and garbage disposal). As long of the Tenant is not in breach of the term of promises of this Agreement, and the tenant qualifies for a rent subsidy, the Landlord may assist the Tenant by contributing to the Tenant's utilities."* Under subsection 45(1) of the *Residential Tenancies Act*, the tenant is required to comply with the obligations under the tenancy agreement, including in this case to pay their utilities.

Based on the information provided at the hearing by the Applicant and the attending Respondent, I am satisfied that there is a breach of obligation to pay utilities and the Respondent is aware of the breach.

### *Tenant Damages*

The Applicant provided evidence of repairs that have been made to the rental premises during the period February to October 2018. The damages and subsequent repairs are primarily related to broken windows. The total cost of these repairs was \$966.15. The Respondents were invoiced for these repairs and one payment of \$100.00 was made on May 30, 2018, reducing the total owed to \$866.15.

In addition to invoices for repair of tenant damages, the Applicant also invoiced the Respondents for costs associated with three after hour call-outs of the Applicant's staff to open the door (lock out). In two cases, the call-outs were requested by the RCMP. In the other it is not clear who requested the call-out. At the hearing the attending Respondent disputed the charge, claiming that he hadn't requested the call out. The Applicant was unable to provide proof that either Respondent had requested this after hours call-out.

I am satisfied that the Applicant has provided sufficient evidence of damages and that the damages were caused by the Respondents. I find the Respondent responsible for payment of the repair of tenant damages totalling \$866.15. On the invoices for call-outs totalling \$150.00, I find that the Respondent is not responsible for these charges. On two occasions they did not make the request, the RCMP did, and on the other it was not proven that either of the Respondents asked for the call-out.

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

In light of the Respondents' failure to pay their rent and the accumulated rental arrears, as well as significant tenant damages I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant, the termination and eviction orders will be conditional on the Respondents paying their rental arrears, starting with a payment of \$100.00 to the Applicant by January 25, 2019, paying rent for February, March and April on time, paying the remainder of the arrears totalling \$180.00 and the tenant damages totalling \$866.15 in full by April 30, 2019.

*Orders*

An order will be issued:

- requiring the Respondents to pay to the Applicant rental arrears in the amount of \$280.00 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondents to meet their obligation to pay for all of the utilities provided to the premises. (p. 45(4)(a)).
- terminating the tenancy agreement on April 30, 2019, unless the Respondents pay \$100.00 of their rental arrears by January 25, 2019, their rent for February, March and April on time, pay the remaining rental arrears owing and pay tenant damages totalling \$866.15 by April 30, 2019 (p. 41(4)(c), p. 42(3)(e), and ss. 83(2));
- evicting the Respondents from the rental premises on or before May 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a) and ss. 83(2)).

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Janice Laycock  
Deputy Rental Officer