

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:** January 23, 2019

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

**Appearances at Hearing:** W.F., applicant

D.M., respondent

B.P., representing the respondent

**Date of Decision:** January 25, 2019

### **REASONS FOR DECISION**

The applicant testified that the tenancy agreement between the parties commenced in March, 2015 and that the current monthly rent was \$1400, due in advance on the first day of each month. The applicant stated that he held a security deposit of \$1400 which was paid at the commencement of the tenancy. The tenant is responsible for the payment of fuel, water and electricity during the term of the agreement.

A previous order (file #15943, filed on April 24, 2018) required the respondent to pay rent arrears of \$2782 and to repair specific damages to the premises. A termination order was to be effective on May 15, 2018 unless the rent arrears and the May, 2018 rent were paid in full and an eviction order was issued on the same condition. The rent arrears and the May rent were not paid by May 15 and the tenancy agreement terminated. The applicant did not file the eviction order and it expired on November 16, 2018. The respondent remains in possession of the premises.

The current application was filed on November 26, 2018. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for water during the term of the tenancy agreement and failing to repair damages to the premises caused by her negligence.

The applicant sought an order requiring the respondent to pay the alleged rent arrears, water costs, and repair costs and terminating the tenancy agreement and evicting the respondent.

The respondent sought an adjournment of the matter in order to arrange receipts for repair costs. In my opinion, the respondent has had adequate time to prepare for the hearing having been served with the application on December 12, more than a month before the hearing date. The request for adjournment was denied.

#### **Rent Arrears**

The previous order has been satisfied. The current rent arrears of \$2800 have accrued since October 1, 2018. The applicant provided a ledger of the rent account which indicated a balance of rent owing in the amount of \$4200. The applicant testified that he had received a payment of \$1400 prior to the hearing, bringing the balance owing to \$2800.

The respondent did not dispute the amount owing but noted that she had previously been in arrears of 2-3 months and had paid the balance owing. She did not feel that the amount owing

warranted eviction. I find the ledger in order and find rent arrears of \$2800. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2800.

### Water

The applicant provided a statement of the respondent's water account which indicated a current balance of \$470.57. The account is in the respondent's name. The applicant noted that the statement includes a credit of \$733.49 on December 31, 2018 which represents a transfer of the arrears to his property tax account. This is in accordance with a city by-law. There are several other similar transfers shown on the statement. The applicant testified that the respondent had reimbursed him for all of the other amounts transferred to his taxes.

The respondent did not dispute the allegation but noted that she had previously had difficulties with the *Income Support Program* regarding assistance with water bills.

I find the respondent liable to the applicant for the water costs which have been transferred to the applicant's property tax account. I find those costs to be \$733.49. She is, of course, liable to the City of Yellowknife for the current balance of \$470.57. An order shall issue requiring the respondent to pay the applicant water costs of \$733.49 and requiring the respondent to comply with their obligation to directly pay for water during the term.

### Repairs

The previous order required the respondent to repair specific damages to the rental premises that were acknowledged by the respondent. The respondent stated that their son would repair the damages. The applicant testified that the respondent had completed some of the repairs but others were not repaired and additional damages had been done. The applicant provided a list of damages, acknowledged by the respondent, and two estimates for the repair of the damages totalling \$4376.98.

I find the estimated costs to be reasonable. It appears evident that the respondent is not able or willing to complete the repairs themselves. Therefore an order shall issue authorizing the applicant to undertake the repairs and ordering the respondent to pay the applicant the costs of the repairs in the amount of \$4376.98.

Termination and Eviction

This tenancy agreement was terminated by order on May 15, 2018 when the respondent failed to pay the ordered rent arrears on or before that date. The applicant stated that he thought the respondent had satisfied the order but acknowledged that the ordered rent arrears had not been fully paid until September, 2018 as indicated on the rent ledger. There does not appear to have been any formal reinstatement of the tenancy agreement but the applicant took no steps to obtain possession of the premises and acknowledged that he really had not wanted to evict the respondent. In my opinion, the applicants actions, or lack of action, implies that he has reinstated this tenancy agreement.

In the previous order I noted,

*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.*

The respondent's failure to complete the repairs, the existence of new damages as well as new rent arrears and unpaid water costs, do little to change by opinion. In my opinion, the termination of the tenancy and the eviction of the respondent is warranted. An order shall issue terminating the tenancy agreement on February 27, 2019 and an eviction order shall become effective on February 28, 2019. The applicant may choose to enforce the eviction as he pleases in accordance with section 86 of the Act.

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Hal Logsdon  
Rental Officer