

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

ML

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 20, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant ML, Respondent
<u>Date of Decision:</u>	February 20, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against ML as the Respondent/Tenant was filed by the Rental Office January 2, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent February 5, 2019.

The Applicant alleged the Respondent had failed to pay the full security deposit, had repeatedly failed to pay rent in full when due, had accumulated rental arrears, and had caused damages to the rental premises. An order was sought for payment of the outstanding security deposit, payment of rental arrears, payment of future rent on time, payments of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 20, 2019, in Behchoko. TM and LE appeared representing the Applicant. ML appeared as Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing January 22, 2016. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Security deposit

The maximum monthly rent for the rental premises that the Respondent took occupancy of at the commencement of the tenancy was \$1,149. The security deposit for that amount was paid in full by May 11, 2016. In February 2018, the Respondent was transferred to a different rental premises under paragraph 3 of the written tenancy agreement. The maximum monthly rent for the new (current) rental premises is \$1,402, and consequently the Respondent was charged an additional \$253 for the security deposit. That amount has not to date been paid.

The Respondent did not dispute the Applicant's claim that the security deposit balance of \$253 remained outstanding.

I find the Respondent has failed to pay the full amount of the security deposit, and has outstanding security deposit arrears in the amount of \$253.

Rental arrears

The lease balance statements entered into evidence represent the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. All rents have been subsidized and are currently assessed at \$580 per month. Either insufficient payments or no payments have been received in 11 of the last 12 months of the tenancy.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. She committed to having the rental arrears paid in full by the end of June, and to ensure the monthly subsidized rents were paid in full each month.

I am satisfied the lease balance statements accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of the rent when due, and has accumulated rental arrears in the amount of \$3,680. That amount represents approximately seven months' subsidized rent.

Damages

The Applicant claimed costs of repairing a broken living room window at the previous rental premises. No evidence of the damage, either in the form of a condition rating report, exit inspection report, photographs, or work order, was entered into evidence.

The Respondent testified that the outside pane of the living room window had been broken March 2017 sometime during the day when she and her family were attending a local hand games tournament. She testified that she told the Landlord shortly after it happened. Because the Respondent could not identify who caused the damage, she believed she could not file a report with the RCMP.

The Applicant's representatives testified that they have no notes in their files regarding the reported damage, and that they only learned of it shortly before the Respondent was transferred to the current rental premises. It was acknowledged that the individual the Respondent originally reported the damage to in March 2017 is no longer employed at the local housing organization office, and that it is possible the former employee may not have made the appropriate entries into the file at the time. Neither of the Applicant's representatives had direct knowledge either of when the damage occurred or the exact nature of the damages.

I cannot be satisfied that the outside pane of the living room window at the previous rental premises was broken by the wilful or negligent actions of the Tenant or persons permitted on the premises by the Tenant. The Applicant's claim for costs of repairs is 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 that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representatives, the termination and eviction orders will be conditional on the Respondent paying the rental arrears in full and paying future monthly subsidized rents on time.

Orders

An order will issue:

- requiring the Respondent to pay security deposit arrears in the amount of \$253 (p. 14.2(2)(a));
- requiring the Respondent to pay rental arrears in the amount of \$3,680 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement June 30, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for March to June are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises July 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer