

IN THE MATTER between **NTHC**, Applicant, and **TM and WM**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

TM AND WM

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2019
<u>Place of the Hearing:</u>	Behchoko, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant LE, representing the Applicant RM, witness for the Applicant
<u>Date of Decision:</u>	March 21, 2019

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of the NTHC as the Applicant/Landlord against TM and WM as the Respondents/Tenants was filed by the Rental Office January 30, 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 Respondents March 14, 2019, along with an addendum to the application. That addendum was received in the Rental Office March 15, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent when due, had accumulated rental arrears, and had caused damages to the Rental Premises. An order was sought for payment of rental arrears, payment of future rent on time, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for March 21, 2019, in Behchoko. TM and LE appeared representing the Applicant, with RM appearing as a witness for the Applicant. TM and WM were personally served notices of the hearing March 14, 2019. The Respondents did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representatives testified and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 25, 2017. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rents and payments received against the Respondents' rent account. All rents have been subsidized and are currently assessed at \$345 per month. Either insufficient payments or no payments have been made against the rent account in six of the 18 months of the tenancy. Since filing of the application, the Respondents have successfully paid the rental arrears in full and paid the subsidized rents for December, January, and February within the months they were due.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the full amount of rent when due.

Damages and disturbances

The Applicant's representatives testified that within three months of the Respondents moving into the rental premises they began receiving informal complaints from neighbouring tenants of disturbances caused by the Respondents and their guests. The disturbances were of the nature of partying, fighting, and disruptive behaviour by intoxicated persons. The disturbances have been observed on a relatively continuous basis to date.

Indications were also made in the informal disturbance complaints of damages to the rental premises observable from the outside, such as broken windows and exterior doors. At one point early on two windows had been repaired only to be broken again within a couple of weeks. At no point after that did the Respondents actually report any of the damages.

On March 11, 2019, the Applicant's witness conducted an inspection of the rental premises during which a condition rating report was completed and photographs were taken. Damages were documented with costs to repair as follows:

Replace one exterior door	\$800.00
Replace four interior doors	\$1,200.00
Repair holes in seven walls	\$900.00
Replace five windows	\$1,900.00
40% of costs to repaint the walls	\$1,000.00
Re-install smoke/CO2 detector	\$25.00
Total	\$5,825.00

The entry inspection report was also provided, which established that other than a missing cabinet door handle there were no pre-existing damages to the rental premises when the Respondents' took occupancy.

The Applicant's witness confirmed that the costs claimed for the repairs are flat rates based on costs well below average contracted rates, and that the costs to the Respondents would not change after the repairs are actually completed.

I am satisfied based on the Applicant's representatives' and witness's testimonies that there has been a repeated pattern of disturbances originating from the Respondent's rental premises, and that those disturbances have been a source of several of the damages that have been caused to the rental premises. I am satisfied that the Respondents are responsible for the identified damages and that the costs claimed to effect repairs are reasonable. I find the Respondents have repeatedly and unreasonably caused disturbances. I find the Respondents have failed to comply with their obligation not to cause damages and to repair any damages caused by them or their guests. I find the Respondents liable for the costs of repairs in the amount of \$5,825.

Termination of the tenancy agreement and eviction

In light of the Respondents' repeated failure to pay their rent when due, the pattern of repeated and unreasonable disturbances caused by the Respondents and their guests, and the extensive and continuing damages being caused to the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondents to pay costs of repairs in the amount of \$5,825 (p. 42(3)(e));
- terminating the tenancy agreement March 31, 2019 (p. 41(4)(c), p. 42(3)(f), p. 43(3)(d));
- evicting the Respondents from the rental premise on or after April 1, 2019 (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$50.79 for each day they remain in the rental premises after March 31, 2019, to a maximum of \$1,545 per month (p. 63(4)(b)).

Adelle Guigon
Rental Officer