

IN THE MATTER between **FPHA on behalf of NTHC**, Applicant, and **FL**, 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**, Deputy Rental Officer,

BETWEEN:

FPHA ON BEHALF OF

NTHC

Applicant/Landlord

-and-

FL

Respondent/Tenant

REASONS FOR DECISION

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|---------------------------------------|---|
| <u>Date of the Hearing:</u> | May 8, 2019 |
| <u>Place of the Hearing:</u> | Yellowknife, NT via teleconference |
| <u>Appearances at Hearing:</u> | AG, representing the Applicant |
| <u>Date of Decision:</u> | May 16, 2019 |

REASONS FOR DECISION

This matter was originally scheduled for hearing on March 13, 2019, but was adjourned because the Respondent had only received notice one day prior to the hearing. The matter was rescheduled for May 8, 2019, and the Respondent was sent a notice of attendance which was confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises, and failing to pay the full amount of the required security deposit. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, repair costs, the remainder of the required security deposit, and terminating the tenancy agreement and evicting the Respondent.

The premises are subsidized public housing. The written tenancy agreement between the parties was made for a term ending on June 30, 2019. It appears that the Respondent has been the sole tenant since April 2012. The tenancy agreement required a security deposit of \$350.

A previous order (file #10-14943, filed on February 10, 2016) required the Respondent to pay rent arrears of \$981.60 and repair costs in the amount of \$1,674.88. The Applicant stated that they believe the order was filed but remains unsatisfied. The Applicant was not sure why the order remains unenforced. The date of that hearing was January 20, 2016

The Applicant provided several statements of account in evidence. The most recent indicates a balance of \$2,568.28. The Applicant stated that the following components are included in that balance:

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| Rent arrears | \$2,267.88 |
| Balance of repair costs (clogged toilet) | 36.58 |
| Balance of repair costs (replace doors) | 63.82 |
| Balance of security deposit | <u>200.00</u> |
| Total | <u>\$2,568.28</u> |

I am unable to reconcile the previous order balance with the current statement. The balance of rent arrears and repair costs found at the previous hearing was \$2,656.48 yet the statement balance as at January 20, 2016, is \$2,781.48, a difference of \$125. I accept the balance found by the Rental Officer at the previous hearing.

The statement includes a debit of \$350 posted on April 1, 2012, and an initial credit of \$150. The Applicant suggested that these entries represented the partial payment of the security deposit. Although, there was no allegation of an outstanding security deposit at the previous hearing, it is reasonable to assume that the previous order contained that relief, erroneously recorded as rent arrears.

Applying the payments made since January 20, 2016, first to the satisfaction of the previous order, I find the previous order satisfied and a balance owing to the Applicant in the amount of \$2,443.28.

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| Balance owing as at January 20, 2016 as per order #10-14943 | \$2,656.48 |
| Rent and repair costs charged since last order | 19,731.80 |
| Amount paid since last order | <u>(19,945.00)</u> |
| Current balance | <u>\$2,443.28</u> |

Repair costs

The Applicant provided two work orders and invoices outlining the alleged damages and repair costs:

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|----------------|-----------------|----------------|----------|
| Invoice 243542 | May 11, 2018 | Clogged toilet | \$36.58 |
| Invoice 125455 | August 18, 2015 | Replace doors | \$720.99 |

Two additional repair invoices were posted on the statement after January 20, 2016:

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|--------------|--------------------|----------|
| May 29, 2017 | Broken window | \$474.37 |
| May 11, 2018 | Replace door sweep | \$42.85 |

Clearly, invoice #125455 was charged prior to the previous order and the relief was included in that order. Applying amounts paid since first to the satisfaction of the order, that invoice has been paid.

I find the remaining three repairs to have been made necessary due to the negligence of the Respondent and the costs of repair reasonable. Applying payments first to rent, I find a balance of repair costs owing to be \$553.80.

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|--------------------|-----------------|
| Clogged toilet | \$36.58 |
| Broken window | 474.37 |
| Replace door sweep | <u>42.85</u> |
| Total repair costs | <u>\$553.80</u> |

Rent Arrears

Deducting the repair costs from the current balance, I find rental arrears in the amount of \$1,889.48.

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|--------------------------|-------------------|
| Current balance | \$2,443.28 |
| <u>Less repair costs</u> | <u>553.80</u> |
| Rent arrears | <u>\$1,889.48</u> |

Termination/Eviction

In October 2018 the Respondent entered into an agreement with the Applicant to pay the monthly rent plus an additional \$200 until the rent arrears and repair costs were paid. Since that time, the Respondent has failed to pay the full monthly amount, paying only slightly more than half of the amount agreed to.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears and repair costs are promptly paid. The Respondent has been previously ordered to pay the monthly rent on time but has failed to do so. The Respondent promised to pay the current rent arrears and repair costs in monthly payments but has failed to make the agreed upon payments. In my opinion, the current balance, \$2,443.28 should be paid on or before June 30, 2019.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,889.48 and repair costs of \$553.80. The tenancy shall be terminated on June 30, 2019, unless those amounts are paid in full and an eviction order shall become effective on July 1, 2019, unless those amounts are paid on or before June 30, 2019.

Hal Logsdon
Deputy Rental Officer