

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

**AK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2019

**Place of the Hearing:** Deline, Northwest Territories

**Appearances at Hearing:** MH, representing the Applicant  
AE, representing the Applicant  
AK, Respondent

**Date of Decision:** May 22, 2019

### **REASONS FOR DECISION**

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against AK as the Respondent/Tenant was filed by the Rental Office April 17, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondent April 25, 2019.

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

A hearing was scheduled for May 22, 2019, in Deline. MH and AE appeared representing the Applicant. AK appeared as Respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a residential tenancy agreement between them for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (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 Respondent's rent account. All rents have been subsidized and are currently assessed at \$70 per month. Either insufficient payments or no payments were received in four of the last 24 months of the tenancy. All subsidized rents since March 2018 have been paid in full and within the month they were due.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging that historically she was not consistent paying the rent. She appreciated the recognition that she has remedied that behaviour and no longer carries rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. Given the Respondent does not have any rental arrears, the Applicant's request for an order to pay rental arrears is denied. I find the Respondent has historically failed to pay the rent in full when due, which has been mitigated by having paid the rent in full and on time for the last 15 months.

### *Damages*

Work orders and invoices were entered into evidence representing the Applicant's claims to repair the exterior door twice – once in June 2018 and once in September 2018. No explanation was provided in the documents as to the nature of the damages or how they occurred.

When asked, the Respondent testified that the June 2018 damages occurred when her ex-boyfriend kicked his way into the rental premises. The ex-boyfriend did not live with her and had not been invited into the rental premises. The Respondent testified that the September 2018 damages occurred when a local lady broke her way into the rental premises. The local lady did not live with the Respondent and had not been invited into the rental premises.

The Applicant's representative had no information to contradict the Respondent's testimony, but argued that tenants are held liable for damages caused by others unless the tenant reports the incident to the RCMP and produces a RCMP file number. The Applicant's representatives were disabused of that notion at hearing.

Subsection 42(1) of the Act holds the Tenant responsible for damages caused "by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant." The Tenant cannot be held liable for damages that were caused by anybody else. Whether or not the damages were reported to the RCMP does not change who caused the damages.

I am not satisfied the Respondent is responsible for the damages caused to the exterior door in June 2018 and September 2018. The Applicant's claim for costs of repairs is denied.

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

I am not satisfied that termination of the tenancy agreement and eviction are justified. The Applicant's request for such an order is denied.

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Adelle Guigon  
Rental Officer