

IN THE MATTER between **NTHC**, Applicant, and **DS and SJT**, 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-

**DS and SJT**

Respondents/Tenants

**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  
DS, 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 DS and SJT as the Respondents/Tenants 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 Respondents April 25, 2019.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to comply with a rental officer order to pay future rent on time. 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 May 22, 2019, in Deline. MH and AE appeared representing the Applicant. DS appeared as Respondent and on behalf of SJT.

*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).

*Previous order*

Rental Officer Order Number 20-13864 issued February 27, 2014, required the Respondents to pay rental arrears in the amount of \$2,554.50; required the Respondents to pay rent on time in the future; and terminated the tenancy agreement April 30, 2014, unless the rental arrears were paid in full.

### *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 \$555 per month. No payments were received in eight 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.

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 rent, have failed to comply with a rental officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$3,610. That amount represents approximately 7 months' subsidized rent.

### *Damages*

The Applicant claimed costs associated with repairing a plugged toilet in August 2018 and repairing a window in November 2018. Work orders and invoices were submitted by the Applicant in support of the monetary claims.

The Respondent did not dispute the claim for the costs associated with the plugged toilet. I am satisfied the Respondent is responsible for the toilet being plugged and I find the Respondent liable to the Applicant for the costs to unplug the toilet in the amount of \$145.71.

The Respondent testified that the window had not been broken by herself or by anyone permitted in the premises by her. She testified that her neighbour had thrown a jar at the window and then punched the window from outside, causing the damages. The incident was reported to the RCMP and the neighbour had agreed to pay the costs of repairing the window, although that payment has not been made yet. The Applicant's representative could provide no evidence to contradict the Respondent's testimony.

Subsection 42(1) of the Act says that a tenant shall repair damage to the rental premises caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant. I am not satisfied the window was broken by the Respondent or persons who were permitted on the premises by the Respondent. Therefore, I do not find the Respondent liable for the costs of repairing the window. The Applicant's claim for those costs is denied.

*Termination of the tenancy agreement and eviction*

In light of the Respondent's repeated failure to pay the rent, the Respondent's failure to comply with a rental officer order to pay future rent on time, and the substantial amount of subsidized rental arrears that have been accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. By agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondents making payments towards the rental arrears and paying future rent on time. The Respondent committed to paying at least \$375 per month towards the rental arrears in addition to paying the monthly subsidized rents on time.

*Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$3,610 (p. 41(4)(a));
- requiring the Respondents to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondents to pay cost of repairs in the amount of \$145.71 (p. 42(3)(e));
- terminating the tenancy agreement August 31, 2019, unless at least \$375 is paid each month towards the rental arrears and the monthly subsidized rents are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises September 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer