

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

SN

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

Date of Decision: July 18, 2019

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of the NTHC as the Applicant/Landlord against SN 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 the rent when due, had accumulated rental arrears, had failed to comply with a rental officer order to pay future rent on time, 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 May 22, 2019, in Deline. MH appeared representing the Applicant. SN was personally served notice of the hearing April 25, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a sole residential tenancy agreement between the parties commencing April 1, 2009. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order Number 20-11122 issued December 3, 2009, required the Respondent to pay joint tenancy rental arrears in the amount of \$4,856; required the Respondent to pay sole tenancy rental arrears in the amount of \$1,974 in minimum monthly installments of \$100 starting in December 2009; and required the Respondent to pay future rent on time.

Rental Officer Order Number 20-11641 issued October 14, 2010, rescinded paragraph 2 of Rental Officer Order Number 20-11122 and required the Respondent to pay sole tenancy rental arrears in the amount of \$7,000; and terminated the tenancy agreement November 30, 2010, unless the rental arrears were paid in full. Despite the next referenced order, it does not appear that the Applicant enforced the termination of this tenancy, effectively re-instating the tenancy as of December 1, 2010.

Rental Officer Order Number 20-12008 issued June 29, 2011, required the Respondent to pay rental arrears in the amount of \$1,817; required the Respondent to pay overholding rental arrears in the amount of \$11,578 plus \$53.35 for each day the Respondent remained in the rental premises after June 30, 2011.

Rental Officer Order Number 15555 issued April 27, 2017, required the Respondent to pay rental arrears in the amount of \$3,174.96; terminated the tenancy agreement May 31, 2017; evicted the Respondent from the rental premises June 1, 2017; and required the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$47.51 for each day she remained in the rental premises after May 31, 2017. The Applicant did not enforce this termination and eviction order, effectively reinstating the tenancy as of June 1, 2017.

Rental arrears

The tenant ledger cards and lease balance statements (rent 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 \$70 per month. Either insufficient payments or no payments have been received in eight of the last 25 months of the tenancy since the last rental officer order was issued.

The Applicant originally only provided rent statements since April 2017. She was granted an opportunity to provide rent statements since the commencement of the tenancy in April 2009.

I am unable to reconcile the monetary findings of the previous rental officer orders against the rent statements that have been provided. A review of the current rent statements reveals no apparent errors or omissions, and as such I am satisfied the current rent statements accurately reflect the current status of the Respondent's rent account.

I have no evidence to suggest whether or not Rental Officer Orders numbered 20-11122, 20-11641, and 20-12008 were filed with the Supreme Court of the Northwest Territories. I am going to deem that they were not, in which case those orders have expired and are no longer enforceable.

Whether or not Rental Officer Order Number 15555 has been filed with the Supreme Court, the monetary part of that order remains enforceable as it does not expire until April 2020. That being the case, I have deducted the amount of rental arrears accounted for in that order of \$3,174.96 from the current balance of rental arrears accounted for in the rent documents to arrive at a remaining balance of rental arrears accumulated to date of \$2,959.31. This amount agrees with the Applicant's calculations as provided in her post-hearing written submissions.

I find the Respondent has repeatedly failed to pay the full amount of rent when due, has failed to comply with a rental officer order to pay future rent on time, and has accumulated rental arrears in the total amount of \$6,134.27. That amount represents approximately 89 months' subsidized rent.

Damages

The Applicant claimed costs for repairs of an exterior door, jamb, and casing, and two broken windows in the total amount of \$1,814.32.

Exterior door

The exterior door was apparently damaged in October 2017 and the Tenant was invoiced \$1,159.89. The door was replaced with a used door the Applicant had in stock. The used door itself was worn and required sanding, priming, and painting to return it to a serviceable condition. The Tenant is only responsible for the costs to repair or replace the door that the Tenant is responsible for causing damages to. The Tenant is not responsible for the condition of the used door the Landlord chooses to use to replace the damaged door. To my mind the invoiced amount is unreasonable for the costs of reinstalling a replacement door – which the Landlord incurred no additional cost to obtain – and repairing the damaged jamb and casing. The invoiced costs also included a replacement door sweep and key entry doorknob, which I am satisfied are reasonable charges.

Based on previous assessments and research, it can take two carpenters up to approximately four hours to remove or replace one exterior door, including the jamb and casing. The average hourly wage for per carpenter is approximately \$50. I am prepared to allow costs totalling \$507.76 for replacing and repairing the exterior door, calculated as follows:

(4 hours x \$100) for labour + \$12 for the door sweep + \$27.62 for the door knob = \$439.62

\$439.62 + \$43.96 admin fee + \$24.18 GST = **\$507.76**

Windows

One window was broken in each of November 2017 and November 2018 for which the Respondent was invoiced \$301.82 and \$352.61 to replace. I have no evidence to suggest anyone other than the Respondent is responsible for the damages. I am satisfied the amounts claimed for the costs of repairs are reasonable.

I am satisfied the Respondent is responsible for the above referenced damages and I find the Respondent liable to the Applicant for costs of repairs in the total amount of \$1,162.19.

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 remain satisfied termination of the tenancy agreement and eviction are justified. However, given the Respondent's efforts over the last year to make payments against the accumulated rental arrears, I find it appropriate to issue the termination and eviction orders conditionally on the Respondent paying at least \$200 towards the rental arrears by the end of October 2019 and paying future rent on time.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$2,959.31 (p. 41(4)(a));
- requiring the Respondent to pay rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$1,162.19 (p. 42(3)(e));

- terminating the tenancy agreement October 31, 2019, unless at least \$200 is paid towards the rental arrears and the monthly subsidized rents for August, September, and October are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises November 1, 2019, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Adelle Guigon
Rental Officer