

IN THE MATTER between **NTHC**, Applicant, and **GP and RBK**, 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 **Janice Laycock, Rental Officer**,

BETWEEN:

NTHC

Applicant/Landlord

-and-

GP and RBK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: May 13, 2020

REASONS FOR DECISION

An application to a rental officer made by the FMHA on behalf of the NTHC as the Applicant/Landlord against GP and RBK as the Respondents/Tenants was filed by the Rental Office on February 7, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was sent to the Respondent by registered mail signed for on April 22, 2020.

The Applicant claimed the Respondent had rental arrears and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of costs to repair damages, as well as for termination of the tenancy agreement, eviction, and compensation for use and occupancy after termination of the tenancy agreement.

A hearing was held May 13, 2020, by three-way teleconference. Appearing at the hearing were Janice Laycock, Rental Officer, and SW, representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant testified and evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing beginning on July 1, 2016. Their subsidized rent is currently \$70 per month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received on the Respondent's rental account. According to the updated lease balance statement recording charges and payments as at May 5, 2020, the Respondents had a credit of \$0.01 on October 1, 2019, but after not paying any rent in October and November 2019, as well as in January and April 2020, they owe \$279.99. I am satisfied that the rent statements accurately reflect the status of the Respondent's rental account and I find the Respondents have rental arrears totalling \$279.99.

Repair of tenant damages

According to the evidence and testimony of the Applicant, the Respondent owes \$169.81 to repair damages to an exterior door. Work Order #203831 was provided as evidence and details the work required to repair the door. According to the Work Order the door was “damaged by William Aleekuk. Tenant wants it checked.”

Under subsection 42(1) of the Act, the Tenant is responsible for repair of damages “caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.” In this case, the Applicant's own evidence states that the damage was caused by someone other than the Respondents. During the hearing the Applicant was not able to testify about the incident that resulted in the damages. As I am not convinced the Respondents are responsible for the damages, I am denying the Applicant's claim for costs of repairs.

Termination and eviction

As discussed previously, the Respondents had no arrears at the beginning of October 2019 but did not pay any rent for four of the last eight months, and have routinely not paid their rent on the first day of the month as specified in the tenancy agreement. On November 6, 2019, the Applicant sent a notice to the Respondents advising them of their rental arrears and asking them to arrange to make payments. This was the only notice sent to the Respondents. No other attempts (such as a Last Chance Agreement or payment plan) were made to work with the Tenants to pay off the arrears. Nor did the Applicant elect to terminate the tenancy by notice as allowed under either subsection 51(5) or paragraph 54(1)(g) of the Act.

Under subsection 41(1) of the Act “the tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.” Under paragraph 41(4)(c) of the Act a rental officer may make an order terminating the tenancy where a tenant has failed to pay rent. It is clear that in the last eight months the Respondents have repeatedly breached their obligation to pay their rent, and termination and eviction are justified. However, considering that the arrears are not considerable, that this is subsidized public housing for residents in need, and the Applicant has not taken other steps to work with the tenants to resolve the arrears, I believe that a conditional termination and eviction are justified.

Orders

An Order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$279.99 and to pay their rent when due (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement September 30, 2020, unless the rental arrears of \$279.99 are paid in full and the monthly subsidized rents for June, July, August, and September are paid on time (p. 41(4)(c), ss.83(2));
- evicting the Respondent from the rental premises October 1, 2020, if the termination of the tenancy agreement becomes effective (p. 63(4)(a)); and
- requiring the Respondents to pay compensation for use and occupation of the rental premises at a rate of \$2.30 for each day they remain in the rental premises after September 30, 2020, to a maximum of \$70 per month, if the termination of the tenancy agreement becomes effective (p.63(4)(b)).

Janice Laycock
Rental Officer