

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

BETWEEN:

NTHC

Applicant/Landlord

-and-

DM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: November 12, 2020

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against DM as the Respondent/Tenant was filed by the Rental Office on October 8, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail delivered October 23, 2020.

The Applicant claimed that the Respondent had rental arrears and caused damages to the rental premises. An order was sought for payment of rent owing, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 12, 2020, and notice was provided to both parties. This hearing proceeded by three-way teleconference. AS attended the hearing representing the Applicant. No one appeared for the Respondent. As the Respondent received notice of the hearing by registered mail delivered October 23, 2020, the hearing proceeded in their absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a tenancy agreement under the Market Rental Housing Program for the period from January 1, 2020, to December 31, 2020. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

Prior to the hearing the Applicant submitted to the Rental Office with an updated lease balance statement providing information on charges and payments on the rental account for the period from January 1, 2020, to November 10, 2020. At the hearing, the Applicant testified that this statement had also been provided to the Respondent. According to this updated statement the Respondent's monthly rent is \$1,280, the Respondent has not paid rent for the last seven months, and the Respondent currently has rental arrears totalling \$11,422.23.

The Applicant testified that they had not received any notice from the Respondent concerning their inability to pay rent due to the COVID-19 pandemic.

I am satisfied the lease balance statement provided by the Applicant accurately reflects the current status of the Respondent's rent account and I find they currently have rental arrears totalling \$11,422.23.

Damages

The Applicant provided evidence of damages to the rental unit requiring repairs costing \$516.79. The damages relate to a window in the Respondent's unit that was broken in July 2020 and needed to be replaced. The claim includes \$111.30 to remove the window, repair the screen, and cover the opening with plywood, and \$405.49 to supply and install the new window.

Under subsection 42(1) of the Act the Tenant is responsible for the repair of damages to the rental premises. On July 23, 2020, the Applicant provided the Respondent with invoices and work orders related to removing the window, but has not received any payment. Another letter including an invoice and work order to supply and install the new window was provided to the Respondent on November 10, 2020. The Respondent has not replied to either invoice, or made any payment on the damages, and currently owes \$516.79.

I am satisfied that the charges for repair of the damages are reasonable and I find that the Respondent owes \$516.79 for expenses related to the repair of the damages.

Termination of the tenancy agreement and eviction

According to the lease balance statement provided as evidence, the Respondent has not paid any rent since April 2020, a period of seven months. The Applicant provided evidence about their attempts in March, September, and October 2020 to collect on the arrears, including an agreement to pay that was not complied with, email, letters, and phone calls. Despite these efforts, the Respondent has not paid the rent, nor have they made any effort to address their arrears.

In light of the Respondent's repeated failure to pay the rent or arrears I am satisfied that termination of the tenancy agreement and eviction is justified. With the agreement of the Applicant, the termination date will be December 31, 2020, and eviction on January 1, 2021.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$11,422.23 (p. 41(4)(a));
- requiring the Respondent to pay costs for repairing damages totalling \$516.79 (p.42(3)(e));
- terminating the tenancy agreement on December 31, 2020, and requiring the Respondent to vacate the rental premises on that date (p. 41(4)(c)); and
- evicting the Respondent from the rental premises known as 36-61 Woodland Drive in Hay River, Northwest Territories, on or after January 1, 2021 (p. 63(4)(a)).

Janice Laycock
Rental Officer