

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

CS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 13, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MM, representing the Applicant
<u>Date of Decision:</u>	January 28, 2021

REASONS FOR DECISION

An application to a rental officer made by the FSHA on behalf of the NTHC as the Applicant/Landlord against CS as the Respondent/Tenant was filed by the Rental Office September 10, 2020. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail signed for on September 24, 2020.

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

A hearing was scheduled for October 21, 2020. No one appeared at the hearing for either party. At the request of the Applicant, the hearing was re-scheduled for January 13, 2021, and the parties were served with notice of the re-scheduled hearing date.

The hearing proceeded on January 13, 2021, by three way teleconference. MM appeared representing the Applicant. No one appeared for the Respondent. As the Respondent had failed to appear at this hearing after receiving sufficient notice, the hearing proceeded in their absence under Section 80(2) of the *Residential Tenancies Act* (the Act).

On November 4, 2020, the Rental Office requested additional information from the Applicant in advance of the hearing on January 13, 2021, including a lease balance statement for the entire tenancy, the entry inspection report, and further details on the claimed damages. This additional information was provided to the Rental Office on November 5, 2020, along with proof of service on the Respondent by registered mail.

At the hearing I reserved my decision pending receipt of further information from the Applicant, including:

- an updated lease balance statement;
- correspondence with the Tenant about payment of arrears, including notes;
- further detail on the damages to the exterior doors to show damage caused by the Tenant or someone they permitted to enter the residence; and
- confirmation that the Respondent was provided with the additional information.

This information was provided to the Rental Office January 22, 2021, along with confirmation of personal service on the Respondent on January 22, 2021, and January 26, 2021.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on November 1, 2016, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The updated lease balance statement (dated December 1, 2014, to January 31, 2021) represents the Landlord's accounting of the monthly assessed rent and payments received against the Respondent's rent account. Rents were subsidized from November 1, 2016, to July 1, 2020, varying from \$80 to \$365 to \$610. The Respondent's income was re-assessed in 2020, and beginning in July 2020 the full market rent of \$1,625 per month was charged.

According to the lease balance statement, the Respondent did not pay any rent from November 2019 to October 2020. Although the current rent is \$1,625, only partial payments of \$300 each were made on November 20th, December 4th, and December 31st, 2020. No payments had yet been made in January 2021.

The lease balance statement provided has a balance owing of \$17,481.75. This includes \$248 owing from a previous tenancy (not continuous with this tenancy and not part of this application) and tenant damage charges of \$1,096.75. Once these amounts are deducted from the balance owing, the rental arrears total \$16,117.

The Applicant testified and provided evidence, including a last chance agreement signed by the Respondent in September 2019, that they made numerous attempts to discuss the arrears with the Respondent. The Respondent did not respond to their messages, nor had they flagged any impacts as a result of COVID-19.

After the hearing the Applicant also provided a copy of notes relating to communication with the Respondent in 2019 and 2020. According to these notes other attempts were made to contact the Respondent and resolve the arrears without success.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent's rent account. I find that the Respondent has repeatedly failed to pay rent and has accumulated rental arrears in the amount of \$16,117.

Tenant damages

According to the evidence and testimony of the Applicant the Respondent or someone they allowed into the rental premises was responsible for damages to the rental premises resulting in costs of repairs totalling \$1,096.75, as follows:

- Replacing the door and hardware in the bathroom \$511.25 - according to the related work order this included 10 hours of labour (\$465) and materials (\$46.25) to reconstruct the door and jamb;
- Replacing the exterior doors (storm door and exterior door) and hardware \$585.50 - according to the work order this included replacing the interior storm door and repairs to the exterior door and involved 7.5 hours labour (\$349) and materials (236.50).

The Applicant provided a copy of the entry inspection report and the work orders for this work. At the hearing when asked if they knew if the damage to the exterior doors had been caused by the Tenant or someone else trying to get into the unit, they testified that the Tenant had not reported the damages, as is their responsibility under the lease, and it was the maintenance man who identified the damages when they came to work on the heating system.

Based on the evidence and testimony of the Applicant I am satisfied that the Respondent is responsible for the damages claimed and the costs for repairs are reasonable. I find that the Respondent owes \$1,096.75 for the costs of repairs.

Termination of the tenancy agreement and eviction

As the Respondent has repeatedly failed to pay their rent and has accumulated significant arrears, I am satisfied termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$16,117 (p. 41(4)(a));
- requiring the Respondent to pay expenses related to repairing damages totalling \$1,095.25 (p. 42(3)(e));
- terminating the tenancy agreement February 28, 2021 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises March 1, 2021 (p. 63(4)(a)).

Janice Laycock
Rental Officer