

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: April 7, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 7, 2021

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 February 26, 2021. The application was made regarding a residential tenancy agreement for a rental premises located on the Hay River Reserve (K'atlodéeché First Nation), Northwest Territories. The filed application was served on the Respondent by registered mail on March 18, 2021.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due, and had outstanding costs for repairs. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of costs for repairs, and to not breach their obligation not to change the locks again, as well as for termination of the tenancy agreement and eviction.

A hearing was held April 7, 2021, by three-way teleconference. AS appeared representing the Applicant. The Respondent was served notice of the hearing by registered mail on March 18, 2021, but failed to appear at the hearing. No one appeared on the Respondent's behalf. The hearing proceeded in the Respondent's absence under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing beginning on February 7, 2020, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account. All rents have been subsidized and were last assessed at \$75 per month. The Applicant testified that based on the most recent statement only one payment for \$75 was made in the last six months of the tenancy and the Respondent currently owes \$354 in rental arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent when due and has accumulated rental arrears in the amount of \$354.

Alteration of locks

Under subsection 25(1) of the Act "No landlord or tenant shall, during occupancy of the rental premises by the tenant, alter or cause to be altered the locking system on any door giving entry to the rental premises except by mutual consent."

According to the Applicant's testimony, when maintenance staff went to the unit to do repairs in October (after giving notice of this visit) they found that the Respondent was not home; the locks had been changed and they were unable to gain access to the unit. According to the work orders and receipts, the costs to replace the locks on both exterior doors, including materials and labour, was \$225.83.

Under subsection 25(3) where an obligation under this section has been breached a rental office may make an order "(b) requiring the person who breached the obligation not to breach the obligation again; or (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct result of the breach."

Based on the testimony and evidence, I find that the Respondent breached subsection 25(1) of the Act and owes the Applicant compensation of \$225.83 for costs to replace the locks.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent when due 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 Respondent paying their rental arrears in full and paying their rent for May, June, and July on time.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$354 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- requiring the Respondent not to breach their obligation not to change the locks to the rental premises again, and to pay compensation in the amount of \$225.83 for changing the locks (p. 25(3)(b), p. 25(3)(c));
- terminating the tenancy agreement July 31, 2021, unless the rental arrears are paid in full, and the monthly subsidized rents for May, June, and July are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises August 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer