

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

JRF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LP, representing the Applicant

Date of Decision: April 14, 2021

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against JRF as the Respondent/Tenant was filed by the Rental Office March 1, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent March 30, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent in full when due, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay the costs for repairs in a timely manner. An order was sought for payment of the rental arrears, payment of the costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was held April 14, 2021, by three-way teleconference. LP appeared representing the Applicant. JRF was personally served notice of the hearing March 30, 2021. The Respondent did not appear at the hearing, nor did anyone appear on his 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 residential tenancy agreement between the parties for subsidized public housing commencing August 1, 2014. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement and lease ledger entered into evidence represent the Landlord's accounting of monthly subsidized 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 were made in 6 of the last 12 months of the tenancy.

Despite the pattern of insufficient and missed payments, there have been successful payments in several months of sufficient amount to resolve the accumulated rental arrears and result in a current rent credit of \$368.69.

I am satisfied the lease balance statement and lease ledger accurately reflect the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay the full amount of rent when due.

Repairs

A work order was provided documenting the discovery during an annual unit condition inspection on October 31, 2019, that the fire extinguisher had been discharged. The discharged fire extinguisher had not been reported by the Respondent, nor was there any evidence suggesting a fire had occurred to justify the use of the fire extinguisher.

Section 23 of the written tenancy agreement specifies that the Tenant is liable for the costs of recharging or repairing any fire extinguisher that has been discharged in the absence of a fire.

I am satisfied the Respondent is responsible for the negligent discharge of the fire extinguisher, and I am satisfied the costs claimed to replace the fire extinguisher are reasonable. I find the Respondent liable to the Applicant for the costs of replacing the fire extinguisher in the amount of \$119.35.

A work order was provided documenting a call-out on January 6, 2020, by the Respondent reporting that the bath tube was frozen. The call-out was made a week after the freeze-up occurred, resulting in an accumulation of additional damages that may not have occurred had the Respondent reported the freeze-up when it happened.

Paragraph 12(e) of the written tenancy agreement requires the "Tenant to promptly notify the Landlord of any defect in or damage to the Premises and shall pay to the Landlord the cost of repairing damage resulting from the Tenant's failure to give such notice."

The costs of repairs amounted to \$1,416.02, not including GST. In recognition that the initial freeze-up did not occur due to anything the Respondent did, the maintenance foreman recommended charging 50 percent of the costs to the Respondent for the additional damages resulting from waiting a week to report the freeze-up. To my mind this is not unreasonable.

I am satisfied the Respondent failed to promptly notify the Applicant of the bath tub freeze-up and is responsible for the cumulative damages. I find the Respondent liable to the Applicant for the costs of repairs in the amount of \$743.41, including GST.

A payment of \$35 was recorded as received against damages on March 2, 2021. After applying that payment and the rent credit of \$368.69 against the total costs for repairs of \$862.76, I find the Respondent liable for a remaining balance of \$459.07.

Termination of the tenancy agreement and eviction

In light of the Respondent's repeated failure to pay the rent in full when due, I am satisfied a termination order is justified conditional on the Respondent paying his future rent on time. An eviction order will not be issued at this time.

Orders

An order will issue:

- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$459.07 (p. 42(3)(e)); and
- terminating the tenancy agreement October 31, 2021, unless the monthly subsidized rents for May to October are paid on time (p. 41(4)(c), ss. 83(2)).

Adelle Guigon
Rental Officer