

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

DJP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 15, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: Lucille Pokiak, representing the Applicant

Date of Decision: April 15, 2021

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against DJP as the Respondent/Tenant was filed by the Rental Office March 5, 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 31, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay for costs of 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 15, 2021, by three-way teleconference. Lucille Pokiak appeared representing the Applicant. DJP was personally served with notice of the hearing March 31, 2021. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's 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 December 6, 2016. The Respondent vacated the rental premises, ending the tenancy as of April 9, 2021. As a result, the Applicant's representative withdrew their request for termination of the tenancy agreement and eviction. I am satisfied a valid tenancy agreement was 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 were subsidized and last assessed at \$325 per month. No payments were made in 3 of the last 11 months of the tenancy.

I am satisfied the least balance statement and lease ledger accurately reflect the current status of the Respondent's rent account. I find the Respondent has accumulated rental arrears in the amount of \$403.50. That amount represents approximately two months' subsidized rent.

Repairs

A work order was provided regarding a call out on January 18, 2021, from the Respondent complaining that he'd had no running water for three days. Maintenance personnel attended and found that the water pump was working fine but freezing. The water pump is located in a closet space with a bi-fold door next to the main exterior door. Further investigation discovered that the door shoe to that exterior door was missing, resulting drafts in turn causing the water pump to freeze. The Applicant's representative confirmed that the door shoe was provided specifically to prevent drafts, and it had not been reported by the Tenant as missing or damaged.

I am satisfied the Respondent is responsible for the missing door shoe, which in turn makes him responsible for the water pump freezing. I find the Respondent liable for the call-out costs in the amount of \$52.93.

A work order was provided regarding a call out on January 25, 2021, from the Respondent complaining that he again had no running water. Maintenance personnel attended and discovered that the water pump motor was damaged from freezing and that a pipe had busted. A replacement water pump was installed. Further investigation identified that the door shoe was still missing and the bi-fold door would not stay closed because it was missing parts and damaged. As a result, the drafts from the exterior door were coming through and freezing the water pump because none of the items designed to prevent the drafts were working. A temporary solution to the problem was for the maintenance personnel to build a one-foot stand to sit the water pump on, thereby raising the water pump off the floor and away from the drafts.

There is no evidence to suggest that the water pump had frozen during any of the previous five winters that the Respondent resided at the rental premises. It appears more likely than not that it is only because the Respondent damaged or otherwise removed the door shoe and damaged the bi-fold door that the water pump froze. I am satisfied the Respondent is responsible for the damages to the water pump as a result of his own wilful or negligent conduct. I find the Respondent liable for the costs of repairs in the amount of \$577.74.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$403.50 (p. 41(4)(a)); and
- requiring the Respondent to pay costs of repairs in the amount of \$503.36 (p. 42(3)(e)).

Adelle Guigon
Rental Officer