File #17190

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

VK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **April 21, 2021**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **LP, representing the Applicant**
VK, Respondent

Date of Decision: **April 25, 2021**

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against VK 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 when due, had accumulated rental arrears, had caused damages to the rental premises, and had failed to pay the 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 21, 2021, by three-way teleconference. LP appeared representing the Applicant. VK appeared as Respondent. I reserved my final decision pending receipt of an updated lease balance statement in order to more accurately calculate arrears.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing January 13, 2018. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease ledger entered into evidence represented the Landlord's accounting of monthly subsidized rents and payments received against the Respondent's rent account between June 2019 and February 2021. All rents have been subsidized and assessed at $70 per month.

Despite requesting an updated lease balance statement going back to the beginning of the tenancy in January 2018, the Applicant only provided a lease balance statement from June 2019 to April 2021. Of the 22 months represented in that lease balance statement there are 4 months in which no payments were received, 2 of which were for March and April 2021.

The updated lease balance statement included a balance forward as of May 31, 2019, totalling $566.76. There were two payments of $30 each received June 26, 2019, and July 30, 2019, recorded as being "TD Pay", which I interpret as being payments against costs of repairs. There being no charges for repairs by that point in the lease balance statement, I applied the $60 for "TD Pay" against the balance forward, reducing the balance forward amount to $506.76.

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The updated lease balance statement also included five extra payments totalling $380 received between June 26 and November 28, 2019, recorded as being “Reg Pay”, which I interpret as being rent payments. The rents for June through November 2019 were already each paid in full and on time, therefore, I applied the $380 for “Reg Pay” against the remaining balance forward, further reducing the balance forward amount to $126.76. There being no evidence to substantiate what the balance forward amount actually represents, the remaining balance forward amount was not considered at this hearing and $126.76 was deducted from the lease balance statement total.

The Respondent did not dispute the accuracy of the Landlord’s accounting at hearing. In my initial review of the lease ledger provided as part of the application package, I overlooked two months’ rent that had not been paid. My original calculations showed a rent credit, but at hearing that calculation was appropriately challenged by the Applicant. Rather than re-doing all the calculations at hearing, I reserved my decision respecting arrears until I received the updated lease balance statement.

I am satisfied the adjusted lease balance statement accurately reflects the current status of the Respondent’s rent account. I find the Respondent has failed to pay rent when due, and I find the Respondent has accumulated rental arrears in the amount of $280. That amount represents four months’ subsidized rent.

Repairs

The lease balance statement included one charge for repairs of $119.35 invoiced November 21, 2019, for which no evidence was provided to explain what was repaired and why the Respondent is responsible for the costs. Given those charges have not be substantiated, they were not considered at this hearing.

The Respondent did not dispute the following four charges for repairs and call-outs that work orders were provided for, acknowledging the debts and accepting responsibility for them:

27 June 2019 - replace two broken plate covers	$24.85
22 Aug 2019 - call-out to unplug toilet, maintenance found a round can stuck in the toilet	$101.59
21 Dec 2020 - exterior door damaged so that it would not lock, required securing	$44.33
16 Jan 2021 - exterior door kicked in by Tenant’s brother	$177.28
Total	**$348.05**

Four payments were received between August 2019 and February 2021 totalling $230 and recorded as being for costs of repairs. Subtracting those payments from the allowed costs of repairs leaves remaining arrears for repairs of $118.05.

Termination of the tenancy agreement and eviction

Given the relatively minor pattern of failing to pay the rent when due, the consistent efforts made to pay for the acknowledged costs of repairs, and the Respondent's acceptance of the claims made, I am not satisfied in this case that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of $280 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- prohibiting the Respondent from causing further damages to the rental premises (p. 42(3)(b)); and
- requiring the Respondent to pay costs of repairs in the amount of $118.05 (p. 42(3)(e)).

Adelle Guigon
Rental Officer