

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

IM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 2, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LP appearing for the Applicant

Date of Decision: June 2, 2021

REASONS FOR DECISION

An application to a rental officer made by the THA on behalf of the NTHC as the Applicant/Landlord against IM as the Respondent/Tenant was filed by the Rental Office on March 12, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was served on the Respondent by registered mail deemed served April 8, 2021.

The Applicant claimed that the Respondent had accumulated rental arrears and owed for tenant damages. An order was sought for payment of the rental arrears, payment of the cost of repairs, and termination of the tenancy agreement.

A hearing was scheduled for April 27, 2021, but was rescheduled to May 19, 2021, at the request of the Applicant. The Respondent appeared on the call, but the Applicant had problems dialling in. The hearing was rescheduled to June 2, 2021. All parties were provided notice of the rescheduled hearing. The hearing proceeded on June 2, 2021, by three-way teleconference. LP appeared representing the Applicant. The Respondent did not appear. As the Respondent was served notice of the rescheduled hearing by email deemed served on May 24, 2021, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

The Application to a rental officer identified the landlord as the THA. The written tenancy agreement identified the landlord as the NTHC with the THA as its agent. When asked at the hearing, the Applicant's representative confirmed the application form should reflect the Applicant as the NTHC. The style of cause for this matter going forward will be NTHC v. IM.

Previous order

Rental Officer Order 16787 issued February 12, 2020, ordered the Respondent to pay the Applicant for the costs of repairs totalling \$96.89.

In calculating this amount the Rental Officer applied a credit on the Respondent's account of \$25.00 to the claim of \$121.89 to arrive at the outstanding amount of \$96.89. The Rental Officer also denied claims for other damages. The total denied amount was \$185.83. This gives a total of \$282.72 for repairs that were previously ordered or denied and cannot be ordered again.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing December 10, 2018, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided as evidence the lease ledger (marked "Exhibit A") and the lease balance statement to June 1, 2021. These documents represent the Landlord's accounting of monthly assessed rents and payments received against the Respondent's rent account. According to these statements the Respondent's rent is \$70 per month and after not paying any rent for May and June 2021 they currently owe \$140.

Damages

The Applicant had claimed damages for "lock-outs" when the Respondent requested that the Applicant's representative come to their rental unit to let them in because they did not have their key. They provided as evidence work orders detailing incidents where the Respondent asked the Applicant's staff to assist them:

\$177.28	February 27, 2020 - Work Order 239366 for labour and GST for an after hours call.
\$38.96	January 22, 2021 - Work Order 282776 for labour and GST for a call during office hours.
\$26.25	January 28, 2021 - Work Order 283268 for labour and GST for a call during office hours.
<u>\$177.28</u>	February 6, 2021 - Work Order 283967 for labour and GST for an after hours call.
<u>\$419.77</u>	TOTAL

According to the lease ledger, "Exhibit A" provided by the Applicant, the Respondent had made a payment against these expenses on March 2, 2020, of \$130 reducing the total owing for costs of repairs to \$289.77.

Termination

At the hearing we reviewed the current balance on the lease balance statement dated June 1, 2021, of \$668.17. This balance includes \$238.40 of the \$282.72 previously ordered or denied under Rental Office Order #16787 (Note: the remaining \$44.32 was reversed on the statement), recent costs of repairs for damages totalling \$289.77, and rental arrears of \$140.

When the previously ordered or denied amounts are deducted, the remaining balance owing by the Respondent are not significant and the damages are related to call outs and not to serious damages to the rental premises. The Applicant's request for termination of the tenancy agreement is denied.

Order

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$140 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b)); and
- requiring the Respondent to pay costs of repairs totalling \$289.77 (p. 42(3)(e)).

Janice Laycock
Rental Officer