

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

MP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 9, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 9, 2021

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office April 30, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent by registered mail to the Respondent and deemed served on May 24, 2021, under subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Applicant claimed that the Respondent had repeatedly failed to paid their rent, had accumulated rental arrears, and was responsible for causing damages. An order was sought for payment of the rental arrears, to pay rent on time in the future, to pay costs for repairing damages, for termination of the tenancy agreement, and for eviction.

A hearing was held on June 9, 2021, by three-way teleconference. PS attended the hearing representing the Applicant. No one appeared for the Respondent. As the Respondent failed to appear after receiving sufficient notice, the hearing proceeded in their absence under subsection 80(2) of the Act.

At the hearing I reserved my decision pending receipt of the updated lease balance statement. A statement was received at the Rental Office on June 9, 2021.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing commencing on July 13, 2017, and continuing month to month. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement provided as evidence represents the Applicant's accounting of monthly rents and payments received against the Respondent's rent account. All rents are subsidized and assessed at \$80 per month.

According to the testimony of the Applicant at the hearing and the updated lease balance statement provided to the Rental Office on June 9, 2021, after not paying any rent for November 2020 to February 2021 or in May and June 2021, the Respondent has accumulated rental arrears of \$478.98.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and I find the Respondent currently has rental arrears totalling \$478.98.

Tenant damages

The Applicant claimed \$1,010.63 to replace a living room window that had been broken from the inside. The nature of the damages make it evident that they were caused by the Tenant or someone they had allowed into the rental premises. The Applicant provided as evidence an invoice from Aurora Windows detailing the costs for labour and materials to replace the window of \$875. The total amount claimed of \$1,010.63 includes \$87.50 for the 10 percent admin fee and \$48.13 for GST.

According to the lease balance statement the Respondent paid \$30 towards the costs of repairs in April 2021. Despite notices reminding the Respondent of these and other arrears, they still currently owe \$980.63.

I am satisfied based on the evidence and testimony that the charges claimed are justified and reasonable, and I find the Respondent responsible for expenses associated with the repair of damages totalling \$980.63

Termination of the tenancy agreement and eviction

Based on the testimony and evidence it is clear that the Respondent has repeatedly failed to pay their rent when due and has accumulated rental arrears, and they have not paid the costs of repairing damages. In light of these breaches I am satisfied termination of the tenancy agreement and eviction are justified. However, by agreement with the Applicant's representative, the termination and eviction orders will be conditional on the Respondent paying rental arrears of \$478.98, paying the rents for July, August, and September when due, and paying the costs of repairing damages totalling \$980.63.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears totalling \$478.98 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- requiring the Respondent to pay the costs of repairing damages totalling \$980.63 (p. 42(3)(e));

- terminating the tenancy agreement September 30, 2021, unless the rent arrears are paid in full, the rents for July, August, and September are paid on time, and the costs of repairing damages totalling \$980.63 are paid in full (p. 41(4)(c), p. 42(4)(f), ss. 83(2)); and
- evicting the Respondent from the rental premises October 1, 2021, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer