

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

**CM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 2, 2021

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

**Appearances at Hearing:** MB representing the Applicant

**Date of Decision:** June 3, 2021

### **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of the NTHC as the Applicant/Landlord against CM 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 Fort Providence, Northwest Territories. The filed application was served on the Respondent by registered mail on May 25, 2021.

The Applicant claimed the Respondent had rental arrears and owed for repairing damages. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of costs for repairs, termination of the tenancy agreement, and eviction.

A hearing was held June 2, 2021, by three-way teleconference. MB appeared representing the Applicant. 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 under subsection 80(2) of the *Residential Tenancies Act*, (the Act).

#### *Preliminary matters*

The application to a rental officer identifies the rental premises as "Unit 73C Lot 230, Fort Providence, NT". The tenancy agreement identifies the rental premises as "House B22". At the hearing the Applicant testified both addresses are used in the community and the application should be amended to identify the rental premises as "Unit 73C also known as House B22, Lot 230, Fort Providence, NT".

#### *Previous order*

Rental Officer Order #17014 issued October 14, 2020, ordered the Respondents, CM and VF, to pay rent arrears of \$143, to pay costs for repairs of \$275.20, ordered termination of the tenancy agreement on November 15, 2020, and ordered eviction on November 16, 2020. The Applicant testified the Respondents paid the amounts ordered and a new sole tenancy agreement was entered into with CM.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing for the term from November 13, 2020, to June 30, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly assessed rent and payments received against the Respondent's rent account as of June 1, 2021. The rent is currently \$150 per month and according to the statements and testimony of the Applicant, the Respondent had a credit of \$51.80 on their rental account at the beginning of the tenancy, was charged a total of \$1,071 to June 1, 2021, for rent, made payments of \$849.20 during that period for rent, and currently has rental arrears totalling \$170.

I am satisfied based on the evidence and testimony that the Respondent has accrued rental arrears and I find they currently owe \$170 .

### *Tenant damages*

The Applicant claimed \$722.91 for replacement of an exterior door in February 2021 and provided work order #283428 as evidence. The work order includes labour totalling \$227.62, materials to replace the door, casing, lock, and passage set totalling \$460.87 and GST of \$34.42.

Under subsection 42(1) of the Act "A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises." At the hearing the Applicant testified that a witness to the event reported that there was an altercation at the rental unit and the Respondent kicked in the door. The Applicant further testified that as the door was split open and couldn't be repaired or used it had to be replaced.

At the hearing it was not clear from the lease balance statement what payments had been made on the rent and what payments were intended to be applied against the damages. During the hearing the Applicant was able to pull up more detail on their computer system. According to this information they reported that \$180.80 of the payments had been applied against the damages leaving \$542.11 still owing.

At the hearing I reserved my decision on this application and asked the Applicant to send a copy of this detail, so that I could confirm the testimony provided and review the calculations. On June 3, 2021, the Applicant provided the Rental Office with a receipt for a payment of \$550 from the Respondent paid on April 21, 2021, with \$369.20 going to rent and \$180.80 to damages. This receipt along with a screen shot of their system showing the payment for damages of \$180.80 confirms the testimony of the Applicant.

Based on the evidence and testimony of the Applicant I am satisfied that the Respondent is responsible for these damages and I find the Respondent currently owes \$542.11 for repairs of the damages.

*Termination of the tenancy agreement and eviction*

It is clear from the testimony and evidence that the Respondent has repeatedly not paid their rent when due. The Respondent paid no rent in three of the last seven months, and had not yet paid rent for June. However, it is clear that the Respondent is attempting to deal with their arrears, making a few larger payments to try to catch up. As a result I do not think that termination of the tenancy agreement and eviction are justified at this time. The Applicant's request for termination of the tenancy agreement and eviction is denied.

*Order*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$170 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 \$542.11 (p. 42(3)(e)).

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Janice Laycock  
Rental Officer