

IN THE MATTER between **NTHC**, Applicant, and **AD**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

AD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant
AD, Respondent

Date of Decision: January 15, 2022

REASONS FOR DECISION

The monthly tenancy agreement between the parties commenced on February 1, 2014. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, and terminating the tenancy agreement. The Applicant also sought an eviction order.

The Applicant provided work orders and invoices outlining the nature of repairs undertaken and the costs of the repair. Two of the repairs involved broken windows and another was for cleaning up trash and debris in the yard and mowing the lawn.

A lease balance statement was provided by the Applicant indicating a balance of \$44,108.93. The Applicant stated that they were not pursuing a charge of \$41,360.24 (for which an order was issued in June 2017). Ignoring that charge the lease balance statement indicates a balance of repair costs of \$521.69 and rent arrears of \$2,227.

There have been four previous orders issued against the Applicant regarding rent arrears. The tenancy agreement was terminated by order and an eviction order issued in 2016 (Rental Officer Order #10-15107). The Applicant did not enforce the eviction order and the tenancy continued. The Respondent has previously been ordered to pay rent on time.

The Respondent did not dispute the rent arrears. He stated that he had been incarcerated for five months and has had limited employment since being released. He stated that he has fallen behind on rent in the past, has always been able to catch up, and assured the Landlord he would be able to bring the rent account up to date.

The Respondent disputed that the broken window in the front entrance was the result of any negligence. He stated that the window had accumulated an excessive amount of frost and that it cracked when he tried to open it by pushing it. He also stated that he had always mowed the lawn himself and was not notified or asked before the landlord did the work. He acknowledged it may have been done while he was incarcerated. The Applicant stated that he had initially thought that his partner had broken the other window but she has now indicated that someone else committed the damage.

Trying to force a frozen window open is negligent. I do not accept the hearsay evidence concerning the other window damage. It appears the yard work was done on the Respondent's behalf while he was incarcerated. His incarceration does not relieve him of the obligation. In my opinion, the repairs are the result of negligence of the Tenant or persons he permitted on the premises. I find repair costs of \$521.69 to be reasonable.

The lease balance statement indicates that most of the rent arrears accrued from April to November 2021. The Respondent was incarcerated for most of that time. Income verification documents provided by the Applicant indicate that the Respondent was receiving regular benefits of \$500 per week during most of this period and there was additional income earned by other household members in some months. The monthly rent has recently been reviewed and found to be accurate.

I find the Respondent in breach of his obligation to pay rent and in breach of previous orders to pay the monthly rent on time. I find the rent arrears to be \$2,227.

This is the fifth application the Applicant has filed against the Respondent for non-payment of rent. As well, the Respondent has been ordered to pay the rent on time and has repeatedly breached this obligation. It is understandable that the Applicant wants to end this tenancy and make the premises available to another family in need who will pay rent on a regular basis.

I note, however, that the Respondent made a payment in December sufficient to satisfy rents for November, December, and January, and the Applicant expressed willingness to continue the tenancy if the rent arrears and repair costs were promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$2,227 and repair costs of \$521.69 in three equal payments of \$916.23 payable on February 15, March 15, and April 15, 2022. Should the Respondent fail to make payments in accordance with this order or pay the monthly rent on time, the Applicant may file an application seeking the full, lump sum payment of any balance, termination of the tenancy, and eviction.

Hal Logsdon
Rental Officer