

IN THE MATTER between **NTHC**, Applicant, and **TM**, 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, regarding a rental premises located within the **K'at'l'odeeche First Nation in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

- and -

TM

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Under paragraph 41(4)(a) of the *Residential Tenancies Act*, the Respondent must pay to the Applicant rental arrears in the amount of \$1,200.00 (one thousand two hundred dollars).
2. Under paragraph 42(3)(e) of the *Residential Tenancies Act*, the Respondent must pay to the Applicant costs related to repair of damages totalling \$760.54 (seven hundred sixty dollars fifty-four cents).
3. Under paragraph 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate on January 31, 2022, and the Respondent must vacate the rental premises on that date.

4. Under paragraph 63(4)(a) of the *Residential Tenancies Act* the Respondent will be evicted from the rental premises known as 711 Beaver Road, K'at'l'odeeche First Nation, Northwest Territories, on or after February 15, 2022.

DATED at the city of Yellowknife in the Northwest Territories this 13th day of January 2022.

Janice Laycock
Rental Officer

IN THE MATTER between **NTHC**, Applicant, and **TM**, 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

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-and-

TM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 12, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	January 12, 2022

REASONS FOR DECISION

An application to a rental officer made by the HRHA on behalf of the NTHC as the Applicant/Landlord against TM as the Respondent/Tenant was filed by the Rental Office October 27, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in K'atl'odeeche First Nation, Northwest Territories. The filed application was initially deemed served by registered mail on December 1, 2021, however after the filed application was reported as returned to the Applicant "return to sender address unknown" another attempt was made and the Respondent was personally served by the Applicant on December 6, 2021.

The Applicant claimed the Respondent had accumulated rental arrears and an order was sought to pay the rental arrears, pay rent on time in the future, terminate the tenancy agreement, and for eviction. At the hearing the Applicant also provided evidence and sought an order for payment of costs to repair damages.

A hearing was scheduled for December 1, 2021, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. However, it was established at the hearing that the Respondent had not been successfully served with the filed application and notice of attendance given those documents had been returned to the Applicant by Canada Post. The hearing was adjourned *sine die* to allow the Applicant more time to serve the Respondent with the filed application.

The Respondent was personally served the filed application on December 6, 2021. The hearing was re-scheduled and held January 12, 2022, by three-way teleconference. AS appeared representing the Applicant. The Respondent was served with notice of the hearing by registered mail signed for December 24, 2021. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on February 13, 2020, and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17093 written January 25, 2021, ordered the Respondent to pay rental arrears of \$78.75, to pay rent on time in the future, to pay costs of repairs of damages totalling \$755.17, and to comply with their obligation to not cause any further damages.

Rental arrears

The updated lease balance statement printed January 10, 2022, and provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The subsidized rent was assessed at \$75 per month and then re-assessed to \$150 per month in July 2021.

This updated statement was provided to the Rental Office on January 10, 2022. At the hearing the Applicant testified that a copy was also provided to the Respondent. According to this statement the previously ordered arrears have been satisfied. However, after not paying any rent since July 2021 the outstanding balance of rental arrears is now \$1,200.

I am satisfied the updated lease balance statement accurately reflects the current status of the rental account and I find the Respondent has rental arrears totalling \$1,200.

Damages

Although not part of the original application filed the with Rental Office, prior to the re-scheduled the hearing on January 12, 2022, the Applicant provided to the Rental Office and the Respondent information relating to damages to the front exterior door which they claimed had been kicked in:

- a letter dated December 22, 2021 to the Respondent detailing costs to replace the front door, door knob, and dead bolt totalling \$760.54;
- copy of Work Order #319469 detailing labour and materials to replace the front exterior door, dead bolt, and door knob;
- Invoice #34071 for costs, including GST, totalling \$760.54; and
- copies of receipts for materials.

At the hearing the Applicant testified the damages were discovered when they went to the rental unit to try to talk to the Respondent about the rental arrears. The Respondent's mother and sister were in the rental unit and reported that the damage was caused by someone who was visiting them at the rental unit. The Applicant also testified the damages to the door were so severe it was not possible to repair the door, it had to be replaced.

Based on the evidence and testimony of the Applicant I am satisfied the damages to the door were caused by someone the Respondent, or in this case their guests, had allowed into the rental premises and I find the Respondent responsible for paying \$760.54 for the costs to repair the damages.

Termination of the tenancy and eviction

The Applicant provided evidence and testified about repeated attempts to notify the Respondent of the arrears and to come to some kind of agreement on payment. Written notice was provided in September 2021, and in October 2021 a last chance agreement was offered but was not signed by the Respondent.

The Applicant also testified about repeated attempts to contact the Respondent by phone or in person. Finally, on December 6, 2021, they were able to track down the Respondent; they served the filed application personally and talked to them about the arrears and whether they wanted to remain in the unit. At that meeting the Respondent said they wanted to move out but needed time to get their possessions, and agreed to follow up with the Applicant by December 10, 2021. The Applicant testified at the hearing that the Respondent did not follow-up on the 10th as promised and, despite further attempts to contact the Respondent, no further communication was forthcoming.

In light of the Respondent's repeated failure to pay rent when due and the arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified.

Orders

An order will be issued:

- requiring the Respondent to pay rental arrears totalling \$1,200 (p. 41(4)(a));
- requiring the Respondent to pay costs associated with the repair of damages totalling \$760.54 (p. 42(3)(e));
- terminating the tenancy agreement on January 31, 2022 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on or after February 15, 2022 (p. 63(4)(a)).

Janice Laycock
Rental Officer