

IN THE MATTER between **NTHC**, Applicant, and **JC and TW**, Respondents.

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 **Adelle Guigon**, Rental Officer;

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**JC and TW**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 23, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant JC, the Respondent TW, the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 23, 2022</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of the Northwest Territories as the Applicant/Landlord against JC and TW as the Respondents/Tenants was filed by the Rental Office September 10, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents September 17, 2021.

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had caused damages to the rental premises, and had left the rental premises in an unclean condition. An order was sought for payment of the rental arrears, payment of future rent on time, payment of the costs for repairs and cleaning, termination of the tenancy, and eviction.

A hearing scheduled for October 14, 2021, was postponed at the request of the Applicant. The hearing was re-scheduled and held February 23, 2022, by three-way teleconference. PS appeared representing the Applicant. JC and TW appeared as the Respondents.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing February 5, 2020. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rents and payments received against the Respondents' rent account. All rents have been subsidized and were last assessed at \$610 per month. The lease balance statement was amended to include the subsidized rent for February. No payments have been made in 14 of the last 15 months of this tenancy. The last zero balance on the rent account was recorded after a payment of \$560 was received on March 22, 2021.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondents admitted their Income Support ended in February 2021 and their Child Tax Benefits had not been received since November 2021. They testified that the issues with the Canada Revenue Agency have been addressed and the Respondents are expecting to start receiving their Child Tax Benefits again next week. The Respondents promised to pay \$500 towards the rental arrears by Friday or Monday and \$2,000 when their Child Tax Benefit cheque comes in by the end of the month. JC also confirmed that he is expecting to get a call to go back to work very soon. A commitment was made to pay \$800 per month going forward to cover the monthly subsidized rent and to go towards the rental arrears.

A reasonable explanation was not given for why no payments of any kind were made since March 2021. It was suggested by the Respondents that the subsidized rent might have increased from \$160 to \$610 in July due to the CERB payments the Respondents received in 2020. However, no efforts have been made by the Respondents to request a re-evaluation of their rent subsidy calculations, let alone any efforts to make any kind of monthly payment towards the rent.

The Applicant confirmed that regular monthly payments stopped in September 2020. Two separate payment plans were offered and promises to make payments were made, neither of which were complied with or honoured by the Respondents.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay the rent and that the Respondents have accumulated rental arrears in the amount of \$5,360. That amount represents approximately 11 months' subsidized rent.

#### *Repairs and cleaning*

The Respondents were transferred from their original rental premises, which I will identify as SH03, to their current rental premises, which I will identify as GM204, on May 24, 2021. The entry and exit inspection reports for SH03 were provided documenting the Respondents' move-in date as February 25, 2020, and their move-out date as June 24, 2021. It was clarified that the Respondents were given the month to transfer their belongings from one unit to another and clean SH03 before the exit inspection was conducted. Photographs of the premises taken during the exit inspection were also provided.

The Respondents were notified on June 28, 2021, that the costs of repairs were pending. A damages statement was prepared August 3, 2021, which was revised on January 24, 2022. An invoice was provided in support of the costs claimed for repairs and cleaning. The Applicant's representative confirmed that the invoice and revised damages statement represent the actual costs of repairs and cleaning, and he confirmed that the repairs and cleaning have actually been completed.

Claims were made for the following repairs and cleaning:

Cleaning throughout	\$640.00
Patching and painting throughout	\$2,415.52
Replacement of lock and FOBs	\$300.00
Replace three door stopper	\$30.00
Replace window blind slats	\$200.00
Replace two kitchen drawers	\$400.00
Reassemble stove top	\$50.00
Reassemble fridge interior	\$100.00
Repair bathroom fan	\$50.00
Replace two interior doors	\$900.00
Reinstall closet doors	\$150.00
Replace one electrical cover	\$10.00
Replace two closet door knobs	\$25.00
Sub-total	\$5,270.52
10% Admin Fee	\$527.05
5% GST	\$289.88
<b>Total</b>	<b>\$6,087.45</b>

The Respondents did not dispute the accuracy of the Landlord's claims for repairs and cleaning, and they agreed the costs being claimed were reasonable.

I am satisfied the Respondents are responsible for the claimed damages and uncleanness, and I am satisfied the costs claimed for repairs and cleaning are reasonable. I find the Respondents liable to the Applicant for the costs of repairs and cleaning in the amount of \$6,087.45.

#### *Termination of the tenancy and eviction*

Given the Respondents' repeated pattern of failing to pay the rent and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy and eviction are justified. I share the Applicant's concerns for the Respondents' ability to comply with their obligation to pay the rent every month and follow through on their offered commitment. It is difficult to trust that the Respondents will comply with their obligation going forward when they have failed to comply with every promise to pay they have made to date. That being said, the Applicant agreed that a tiered conditional termination order may be a suitable approach to gauge the Respondents' commitment and obligation to pay their rent and pay down their rental arrears. It was further explained to the Respondents that if they comply with the tiered conditional termination order but then stop paying their rent again that the Applicant would then be in a position to make a new application to a rental officer and would be more likely to be granted an unconditional termination order. The Respondents seemed to understand this.

#### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$5,360 (p. 41(4)(a));
- requiring the Respondents to pay their future rent on time (p. 41(4)(b));
- requiring the Respondents to pay the costs of repairs and cleaning in the amount of \$6,087.45 (p. 42(3)(e), p. 45(4)(d));
- terminating the tenancy March 31, 2022, unless at least \$3,110 is paid towards the rental arrears and the rent for March (p. 41(4)(c), ss. 83(2));
- terminating the tenancy April 30, 2022, unless at least \$800 is paid towards the rental arrears and the rent for April (p. 41(4)(c), ss. 83(2));
- terminating the tenancy May 31, 2022, unless at least \$800 is paid towards the rental arrears and the rent for May (p. 41(4)(c), ss. 83(2));
- evicting the Respondents from the rental premises April 1, May 1, or June 1, 2022, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).

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Adelle Guigon  
Rental Officer