

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and **BS and AS**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

NTHC

Applicant/Landlord

-and-

BS and AS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 23, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant
BS and AS, Respondents

Date of Decision: March 25, 2022

REASONS FOR DECISION

An application to a rental officer made by the FPHA on behalf of the NTHC as the Applicant/Landlord against BS and AS as the Respondents/Tenants 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 personally served on the Respondents May 14, 2021.

The Applicant claimed the Respondents had accumulated rental arrears and were responsible for payment of costs to repair damages. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of costs to repair damages, termination of the tenancy agreement, and eviction.

A hearing was held June 2, 2021, by three-way teleconference. MB appeared at the hearing representing the Applicant. AS appeared representing the Respondents. The hearing was adjourned to allow the Applicant an opportunity to explain the opening balance on the lease balance statement and to provide further information relating to their claim for repairs of damages.

This information was provided to the Rental Office on June 15, 2021, and unfortunately, due to an oversight on the part of the Rental Office, the hearing to resume this matter was not scheduled until February 2, 2022. The Applicant did not appear at the hearing because their office was closed due to the COVID-19 pandemic in the community. The hearing was re-scheduled and heard on March 23, 2022, by three-way teleconference. MB appeared at this hearing representing the Applicant. BS and AS, the Respondents, also appeared.

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing for the period from November 15, 2017, to June 30, 2021, and then continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements, including the updated lease balance statement printed March 21, 2022, and provided as evidence, represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. The subsidized rent was assessed at \$845 per month in July 2020 and re-assessed to \$1,230 per month as of July 2021.

According to the updated statement the Respondents had a zero balance in February 2020, but after repeatedly not paying their full rent when due their rental arrears now total \$6,140.

At the hearing the Respondents initially disputed their monthly assessed rent which they thought was currently full market rent of \$1,545. It was explained that their assessed rent was \$1,230 and the arrears had accumulated because they hadn't paid their full rent. They testified that they were trying to make payments as often as they could and would be working again soon and able to make more payments.

I am satisfied the updated lease balance statement accurately reflects the current status of the rental account and find the Respondents have rental arrears totalling \$6,140.

Tenant damages

The Applicant had claimed costs associated with repairs of damages totalling \$1,130.99 and provided as evidence two work orders:

1. WO TD 285421 - \$550.13 to replace two broken windows

The work order includes labour for \$122.83, materials for \$401.10, and GST of \$26.20, totalling \$550.13. At the initial hearing in June 2021, the Respondents disputed the damages to the windows. Further information was sought from the Applicant and received by the Rental Office that clarified the two windows replaced were on the front of the house. The side window had not been replaced and wasn't being claimed. The bedroom window had also not been replaced as the Landlord was not aware of the damages. This information was not disputed by the Respondents at the hearing on March 23, 2022. I find that the Respondents are responsible for costs associated with replacement and installation of the new windows totalling \$550.13.

2. WO TD 286917 - \$580.86 to replace a broken interior door

The work order includes labour for \$141.15, materials for \$412.05, and GST of \$27.66, totalling \$580.86. At the initial hearing in June 2021, the Respondents did not dispute responsibility for the damages, but questioned this charge as they said the work had not been done. Further information was sought from the Applicant and received by the Rental Office, confirming that this work had been done. At the hearing on March 23, 2022 the Respondents testified that the door was broken, but when the maintenance person came to install the new door they turned him away because they didn't want their rent to go up or to pay for the repairs. At this hearing I provided the Applicant an opportunity to check on the status of the door and reserved my decision pending this information. Additional information was received by the Rental Office on March 25, 2022, confirming that the door had been purchased but had not been installed. Based on this evidence I find the Respondents are responsible for costs associated with the purchase of the new door totalling \$432.76, including GST.

The total allowed costs for repairs amounts to \$982.89. According to the lease balance statement the Respondents paid \$700 towards these charges leaving a balance owing of \$282.89.

Termination of the tenancy and eviction

The Applicant provided evidence and testified about repeated attempts to notify the Respondents about the arrears, including the filing this application. Despite this the Respondents continue to not pay their full rent when due. In the last seven months alone the Respondents accumulated arrears totalling \$4,540.

In light of the Respondents' repeated failure to pay their full rent when due and the arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction are justified. With the agreement of the Applicant and after discussion with the Respondents to confirm that the terms were reasonable, the termination and eviction orders will be conditional on the Respondents paying the full rental arrears owing by June 30, 2022, and paying the rents when due for April, May, and June 2022.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears totalling \$6,140 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondents to pay expenses associated with the repair of damages totalling \$282.89 (p. 42(3)(e));
- terminating the tenancy agreement on June 30, 2022, unless the rental arrears are paid in full and the monthly subsidized rents for April, May, and June 2022, are paid on time (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on July 1, 2022, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer