

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

LA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 11, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant LA, Respondent
<u>Date of Decision:</u>	May 16, 2022

REASONS FOR DECISION

An application to a rental officer made by the YHA on behalf of the NTHC as the Applicant/Landlord against LA as the Respondent/Tenant was filed by the Rental Office April 7, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on April 17, 2022.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears, were responsible for tenant damages, and had failed to pay their utilities, in breach of the written tenancy agreement. An order was sought for payment of rental arrears, payment of rent on time in the future, payment of expenses for repair of damages, pay their utilities on time and to comply with this obligation, termination of the tenancy, and eviction.

A hearing was held on May 11, 2022 by three-way teleconference. PS appeared on behalf of the Applicant. The Respondent, LA, also appeared. At the hearing, I reserved my decision pending receipt of further information to support the after-hours call-out charges. This information was provided to the Rental Office and the Respondent by email on May 12, 2022.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on January 6, 2015 and continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

Rental Officer Order #16968 issued August 10, 2020, ordered the Respondent to pay costs for repair of damages and cleaning totalling \$1,345.03.

Rental arrears

The updated lease balance statement provided as evidence represents the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. According to this statement, dated May 10, 2022, the subsidized rent is assessed at \$80/per month and as of the date of the hearing the Respondent owed \$600. I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and after not paying any rent since September 2021, I find they have accumulated rental arrears totalling \$600.

Tenant damages

The Applicant provided evidence, including work orders and invoices, to support their claim for costs associated with repair of damages totalling \$714.95 (includes administration Fee 10% and GST on sales of 5%) including:

- \$334.95 - Invoice #118476 and Work Order #TD250698 - to remove toilet to remove a toy. The Respondent agreed that this work was done but reported the toilet is leaking water around the base and questioned the costs to do this work. The Applicant pointed out this work was done on a weekend not during work hours at the request of the Respondent. This meant a call-out was charged.
- \$304.92 - Invoice #122000 and Work Order #TD294297- call out to open door because the tenant lost their keys. At the hearing, the Respondent questioned the cost for this item, it was their memory that this happened during the day. I asked the Applicant to provide additional information to support the call-out cost. This information was provided to the Rental Office and the Respondent on May 12, 2022 and indicates the day of the call-out was a Saturday and would include an after-hours charge.
- \$75.08 - Invoice #122703 and Work Order #TD297017 - lock change at the tenant's request. This charge was not challenged by the Respondent.

The updated lease balance statement provided as evidence shows payments totalling \$1,310 on tenant damages. I confirmed at the hearing that the payments made were intended to be applied against the previously ordered amount, and no payments had been made against the tenant damages claimed in this application. Rental Officer Order #16968 ordered \$1,345.03 paid for repair of tenant damages and cleaning, minus \$1,310 paid by the Respondent, leaving a balance owing of \$35.03 on the previously ordered amount.

I am satisfied the claims for tenant damages are reasonable, supported by evidence and since the last order was issued, the Respondent has accumulated expenses related to repair of damages totalling \$714.95.

Additional obligation - utilities

Under section 8 of the written tenancy agreement, the Respondent is responsible for payment of utilities. The Applicant provided evidence and testified that the Respondent had not paid their utilities when due on two occasions in the last year, resulting in notices from Northland Utilities in February 2022 and September 2021. They acknowledged the Respondent has since paid their utilities.

I am satisfied, based on the evidence and testimony, the Respondent has previously breached their obligation under the written tenancy agreement to pay their utilities when due and a reminder of this obligation is reasonable.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay the full rent, or any rent when due, and to pay expenses related to repair of damages, I am satisfied termination of the tenancy and eviction are justified. The Applicant provided evidence of numerous notices of the arrears provided to the Respondent and included a Last Chance Agreement dated March 4, 2021 and signed by the Respondent.

At the hearing, the Applicant indicated they were willing to consider a conditional termination. The Respondent said they had been busy with school and had neglected their rent, but had started work and after a couple of pay cheques could pay off their arrears for rent and all amounts owing for tenant damages by the end of June 2022.

Based on that agreement, the tenancy agreement will be terminated on June 30, 2022, unless the rental arrears totalling \$600 are paid in full, rent for June 2022 is paid when due, and expenses for repair of tenant damages totalling \$749.98 is paid (\$35.03 remaining on Rental Officer Order #16968 and \$714.95 = \$749.98).

Orders

An order will issue:

- requiring the Respondent to pay rental arrears totalling \$600.00 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to pay expenses for repair of damages totalling \$714.95 (p. 42(3)(e));
- requiring the Respondent to comply with their obligation under the written tenancy agreement to pay their utilities and not breach this obligation again (p. 45(4)(a) and 45(4)(b));
- terminating the tenancy agreement on June 30, 2022, unless the total rental arrears of \$600.00 are paid, the rent for June, 2022, is paid on time, and the full amount owing for repair of tenant damage totalling \$749.98 is paid (p.41(4)(c), p. 42(3)(f), and 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