

IN THE MATTER between **NTHC**, Applicant, and **KI**, 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 **hamlet of Ulukhaktok in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

KI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2022

Place of the Hearing: Ulukhaktok, Northwest Territories

Appearances at Hearing: SK and KJ, representing the Applicant

Date of Decision: September 29, 2022

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of the NTHC as the Applicant/Landlord against KI as the Respondent/Tenant was filed by the Rental Office May 17, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent on August 4, 2022.

The Applicant claimed the Respondent had rental arrears owing and was responsible for tenant damages. An order was sought for payment of rental arrears, payment of rent on time in the future, expenses related to repair of tenant damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 28, 2022 by three-way teleconference. This hearing was cancelled by the Rental Office because of delays with the mail service. Another hearing was scheduled for August 31, 2022 in person. SK and KJ appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. As the Respondent received notice of the hearing by personal service on August 4, 2022, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matter

At the hearing, I referred to the Applicant as the UHA on behalf of the NTHC. The name on the Application was UHA (HNWTHC). A blend of the name "HNWT" and "NTHC". After the hearing, we have been informed by the NTHC that the name change to "HNWT", has been announced to the public, but is not legally in force until at least April 1, 2023. As a result the style of cause references the "NTHC".

Tenancy agreement

Evidence was provided establishing a tenancy agreement for subsidized public housing commencing on March 27, 2020 and continuing month to month. The rent was \$140 until June 2022, but is currently \$70 per month.

I am satisfied that a valid tenancy agreement is in place for subsidized public housing in accordance with the Act.

Rental arrears

The lease balance statement dated May 12, 2022, and provided as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to this statement, the Respondent did not pay any rent for the period from May to November 2021, and after not paying any rent for June or July 2022, as of August 18, 2022, they had rental arrears owing totalling \$380.

I am satisfied the lease balance statement accurately reflects the current status of the rental account and the Respondent has rental arrears totalling \$380.

Tenant damages and cleaning

The Applicant claimed the Respondent was responsible for severe damage to the range in the rental premises and claimed \$678.51 in November 2021 to replace it. According to the Applicant, the stove which was about two years old was so badly damaged it could not be repaired and had to be replaced. The depreciated value of the stove, based on 15 years use, is \$588.04.

The Applicant also claimed costs for repair of damages to the rental unit in 2022 totalling \$11,483.68. At the hearing, the Applicant testified that the Respondent has been struggling with some mental health issues and had caused extensive damages to their rental unit. They provided invoices and an estimate of the costs to repair the damages.

At the hearing, I reserved my decision pending further information to support the claim for expenses related to repair of tenant damages including:

- Description of the damages that are being claimed; and
- Photographs of the damages.

This information was provided to the rental office along with proof of service on the Respondent. The photos support the claim for damages, including the previous claim from November 2021, to replace the stove.

The following costs were claimed for the damages to the rental unit in 2022:

- \$958.09 - repair walls - materials - drywall, mud and paint - materials;
- \$1,017.90 - replace new stove - materials;
- \$900.00 - replace countertops and cupboard doors - materials;
- \$6.69 - replace electrical plates - materials;
- \$690 - replace radiator covers throughout - materials;
- \$6,911 - labour - journeyman and helper 10 days;
- \$1,000 - freight (mostly to ship new countertops).

TOTAL \$11,483.68

According to the lease balance statement provided at the hearing, as of August 18, 2022, the Respondent had paid \$220 on the tenant damages claimed. Based on the evidence and testimony, I am satisfied that the claims for expenses related to repair of damages are reasonable and find the Respondent owes \$11,851.72.

Termination of the tenancy agreement and eviction

At the hearing, the Applicant testified that although the tenant had repeatedly not paid their rent when due and had caused extensive damages they did not wish to proceed with termination of the tenancy agreement and eviction at this time, they felt that some progress was being made with the Respondent, that they were starting to make some payments on the arrears and damages, and the Applicant wanted more time to develop a payment plan with the Respondent.

Considering this, although the Respondent has repeatedly breached their obligations under the Act, termination of the tenancy agreement and eviction will not be ordered at this time.

Orders

The following order will issue:

- requiring the Respondent to pay the Applicant rental arrears owing in the amount of \$380 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)); and
- requiring the Respondent to pay expenses related to repair of damages totalling \$11,851.72 (p. 42(3)(e)).

Janice Laycock
Rental Officer