

IN THE MATTER between **NTHC**, Applicant, and **CF and JC**, 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, regarding a
rental premises located within the **hamlet of Tulita in the Northwest Territories**;

BETWEEN:

NTHC

Applicant/Landlord

-and-

CF and JC

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 10, 2022
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DW, representing the Applicant CF, the Respondent
<u>Date of Decision:</u>	November 21, 2022

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of the NTHC as the Applicant/Landlord against CF and JC as the Respondent/Tenant was filed by the Rental Office September 27, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was served on the Respondents by email, deemed received October 31, 2022, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The Applicant alleged the Respondents had repeatedly failed to pay rent, had accumulated rental arrears, had failed to comply with a rental officer order to pay rental arrears and to pay future rent on time, had caused damages to the rental premises, and had failed to comply with their obligation to pay utilities. An order was sought for payment of the rental arrears, payment of future rent on time, payment of costs for repairs, payment of costs for utilities, termination of the tenancy, and eviction.

A hearing was held November 10, 2022, by three-way teleconference. DW appeared representing the Applicant. CF appeared as the Respondent, and on behalf of JC, joining the hearing 40 minutes after it started. The hearing had proceeded at the scheduled start time in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act) as I was satisfied they had been notified of the hearing in accordance with the Act and Regulations.

Previous order

Rental Officer Order #17297 issued June 30, 2021, required the Respondents to pay rental arrears of \$10,215, and required the Respondents to pay their future rent on time. That order remains enforceable if it is filed at the Supreme Court by June 30, 2024.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing August 7, 2015. The Respondent testified that she intended to vacate the rental premises by November 30, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents were assessed for subsidies. Prior to July 2022, the reported household income resulted in a last assessed monthly rent of \$790; the monthly assessed rent as of July 2022 was calculated at the maximum monthly rent of \$1,445 due to the household income exceeding the CNIT threshold to be eligible for subsidies. The last payment that was received against the rent account was recorded August 3, 2022, in the amount of \$905.91.

I am satisfied the lease balance accurately reflects the current status of the Respondents' rent account. I find the Respondent has repeatedly failed to pay the rent, has failed to comply with a rental officer order to pay rent arrears and to pay future rent on time, and has accumulated rental arrears in the total amount of \$16,355.57. That amount represents approximately 17 months of both subsidized and unsubsidized rents. Of that amount, I find that rental arrears of \$6,140.57 have accumulated since the last rental officer order was issued. Given that Rental Officer Order #17297 remains fully enforceable, an order to pay issued from the current file will account for the rental arrears that have accumulated since Rental Officer Order #17297 was issued.

Utilities

Subsection 45(1) of the Act sets out the Tenants' obligation to comply with any additional obligations that are included in a written tenancy agreement.

Section 8 of the written tenancy agreement specifically sets out the Tenants' obligation to maintain the utilities accounts to the rental premises, including the electricity account.

Evidence was provided establishing that when the Respondents were transferred from Unit 97 to Unit 49 in January 2022, NTPC refused to transfer the Unit 49 account into the Respondents' names due to the electricity arrears they had accumulated at Unit 97. As a result, the Unit 49 electricity account remained in the local housing association's (LHO) name without the LHO's knowledge.

The Respondents' made no effort to engage with NTPC to either resolve their account status or to ensure the monthly electricity bills were paid. The monthly bills were being sent directly to the Landlord's head office in Yellowknife rather than to the LHO's office in Tulita, and the head office was paying the electricity bills. The LHO learned in the course of making inquiries about other tenancies that the Respondents' had not transferred the electricity account to their names, and after investigating verified the actual status of the electricity account for Unit 49.

When the Respondent appeared at the hearing, she did not dispute the claims for the electricity account to Unit 49, acknowledging the debt and accepting responsibility for it.

I am satisfied that the Respondents failed to comply with their obligation to maintain the electricity account to the rental premises. I am further satisfied that, as a result of the Respondents' inaction, the Applicant has suffered demonstrable monetary losses in paying the electricity bills on behalf of the Respondents. I find the Respondents liable to the Applicant for electricity bills in the total amount of \$7,017.56.

Damages

In August 2022, work was completed to replace the damaged stove, replace some damaged electrical covers, and to reinstall a window that had been removed by the Respondents to accommodate an air-conditioning unit. The Respondents were invoiced on August 22, 2022, for costs of repairs totalling \$920.98 (including GST), which included the full cost of a new stove.

The Respondent accepted responsibility for all of those claimed damages. I reserved my decision on the costs, however, pending receipt of supplementary information regarding the stove, including the entry inspection report and the age of the damaged stove. Those documents were provided and established that the damaged stove was brand new when it was installed in November 2021 and that it remained in good condition when the Respondents moved into the premises in January 2022.

The average useful life of stoves is 15 years and, in this case, the Landlord benefited from only 5 percent of that useful life before it had to be replaced due to the Respondents' negligence. Consequently, the Respondents are liable not for the full replacement cost of the stove but for 95 percent of the full replacement cost. The August invoice already included labour costs for the removal and disposal of the damaged stove and the installation of the new stove. The new stove cost \$599.99 (before GST) of which 95 percent is \$569.99.

I am satisfied the Respondents are responsible for damaging the stove, damaging the electrical covers, and removing the window. I find the Respondents liable to the Applicant for the costs to effect the necessary repairs. After adjusting for depreciation of the stove, I find the costs of those repairs to be \$889.49 (including GST).

In September 2022, the Respondents called the Applicant for assistance to unplug the toilet. Maintenance personnel discovered the toilet had been plugged due to grease and food which had been disposed of in the toilet. An invoice was issued September 22, 2022, for the work in the amount of \$71.32 (including GST). The Respondents did not dispute this claim, accepting responsibility for it.

I am satisfied that the Respondents caused the plugging of the toilet and that they are responsible for the costs of unplugging the toilet. I find the Respondents liable to the Applicant for the costs of unplugging the toilet in the amount of \$71.32.

The Landlord subsequently withdrew a request for costs associated with repairing the living room window mechanism as it could not be established how or when the damage occurred.

Termination of the tenancy and eviction

In light of the Respondents repeated failure 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. As previously mentioned, at the hearing the Respondent testified that they intend to be fully vacated from the rental premises by November 30, 2022. Consequently, it was agreed to order the termination of the tenancy effective November 30, 2022, and eviction for December 1, 2022.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears that have accumulated since the last rental officer order was issued in the amount of \$6,140.57 (p. 41(4)(a));
- requiring the Respondents to pay utilities arrears in the amount of \$7,017.56 (p. 45(4)(d));
- requiring the Respondents to pay costs of repairs in the total amount of \$960.81 (p. 42(3)(e));
- terminating the tenancy November 30, 2022 (p. 41(4)(c)); and
- evicting the Respondents from the rental premises December 1, 2022 (p. 63(4)(a)).

Adelle Guigon
Rental Officer