

IN THE MATTER between **HNWT**, Applicant, and **MG and EJ**, 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 **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **town of Inuvik in the Northwest Territories**.

BETWEEN:

HNWT

Applicant/Landlord

-and-

MG AND EJ

Respondents/Tenants

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | April 19, 2023 |
| <u>Place of the Hearing:</u> | Yellowknife, NT via teleconference |
| <u>Appearances at Hearing:</u> | RV, representing the Applicant |
| | MC, representing the Applicant |
| | EJ, Respondent |
| | TJ, representing the Respondent |
| <u>Date of Decision:</u> | April 19, 2023 |

REASONS FOR DECISION

The parties entered into a monthly tenancy agreement commencing on February 1, 2019. The premises are contained in a four-unit row house and is subsidized public housing.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises, and repeatedly disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The Applicant also sought an eviction order.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent as at March 1, 2023 in the amount of \$3,750. The Applicant testified that since that time the April rent of \$365 had come due and no payments had been received, bringing the balance owing to \$4,115.

The lease balance statement also indicated repair costs owing of \$7,400.52. The Applicant provided copies of work orders documenting the repair costs. Most of the repair costs related to damage done in August 2019. The Respondents acknowledged responsibility for these damages at a previous hearing but no order for repair costs was issued at that time.

The Applicant provided a list of eight alleged incidents of disturbance between August 2022 and February 2023, as well as complaint reports from other tenants outlining loud parties, yelling, and fighting at the Respondents' premises. Numerous notices have been sent to the Respondents concerning the disturbances.

The Respondent, MG, did not appear at the hearing but EJ appeared and testified that he had not lived at the premises since June 2022. He stated that he had attempted to remove his name from the tenancy agreement but MG would not sign the required documents. TJ, the Respondent's mother, testified that Mr. J had not been living at the premises since June 2022.

A previous order (file #17416, filed on January 6, 2022) found rent arrears and damages to the premises but only ordered the Respondents to report the household income in order to ensure the rent had been accurately assessed. The ledger indicates that the rent was reassessed and now accurately reflects the household income. However, little or no progress has been made to reduce the rent arrears or outstanding repair costs and now there are regular and frequent complaints of disturbance.

I find the ledger in order and find rent arrears in the amount of \$4,115. I find the repairs were necessary to remedy damages caused by the negligence of the Respondents and find the repair costs of \$7,400.52 reasonable. I find the disturbances constitute a breach of the tenancy agreement.

In my opinion, there are sufficient grounds to terminate the tenancy and issue an eviction order. An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$4,115 and repair costs of \$7,400.52. The tenancy shall be terminated on May 10, 2023 and an eviction order shall become effective on May 11, 2023.

Hal Logsdon
Rental Officer