

IN THE MATTER between **HNT**, Applicant, and **TA and EW**, 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 **Adelle Guigon**, Rental Officer, regarding a
rental premises located within the **community of Gameti in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TA and EW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 27, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MZ, Manager, representing the Applicant
TA, the Respondent
EW, the Respondent
TA, Tlicho Interpreter, for the Respondents

Date of Decision: April 27, 2023

REASONS FOR DECISION

An application to a rental officer made by GHA on behalf of HNT as the Applicant/Landlord against TA and EW as the Respondents/Tenants was filed by the Rental Office March 3, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondents March 27, 2023.

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 future rent on time, had caused damages to the rental premises, and had failed to pay the costs of repairs in a timely manner. An order was sought for payment of the rental arrears, payment of future rent on time, payment of the costs for repairs, conditional termination of the tenancy, and eviction.

A hearing scheduled for April 12, 2023, was postponed by the Rental Officer due to an arising conflict with their schedule. The hearing was rescheduled and held April 27, 2023. MZ, Manager of GHA, appeared representing the Applicant. TA and EW appeared as the Respondents, although TA had to leave part way through the hearing. The hearing continued with EW speaking for both of them. TA appeared as Tlicho Interpreter for the Respondents.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Previous order

The Respondents both appeared at the hearing regarding Rental Office File #10-14511 held March 3, 2015. From that hearing, an order was issued requiring the Respondents to pay rental arrears of \$2,087 in minimum monthly installments of \$100 starting in April 2015, and ordering the Respondents to pay their future rent on time. Given there was no evidence to the contrary, it appears the monetary part of the order was satisfied.

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 have been subsidized and are currently assessed at \$75 per month. No payments were made in 6 of the last 12 months of this tenancy, but the Respondents have made substantial payments over the last 3 months to pay their rent and reduce their arrears.

The Respondent did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondent committed to paying the rental arrears in full within the next week or so, and to ensuring the rent is paid every month going forward.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent when due, have failed to comply with a Rental Officer order to pay future rent on time, and have accumulated rental arrears in the amount of \$300. That amount represents approximately 4 months' subsidized rent.

Damages

The Applicant provided two work orders in support of claims for costs associated with repairing the exterior door deadbolt in February 2022 and repairing and replacing the exterior door in June 2022. Both work orders referenced the Tenants reporting that someone had kicked their door in while they were away.

The Respondent confirmed that in February 2022 they had returned from a short trip to discover that someone had tried to break into their unit and in doing so had damaged the deadbolt. They reported the damage right away and the Landlord's maintenance personnel attended to replace the deadbolt.

The Respondent also confirmed that in June 2022 they had returned from another trip to discover that someone had successfully broken into their unit by kicking in the door. The damages were reported to the Landlord the next day when the Landlord attended the premises to review their rent calculation forms. The Landlord's maintenance personnel attended in early July to replace the exterior door.

The Applicant was reminded at the hearing that under the Act the Tenant is only responsible for repairing damages that were caused by their own willful or negligent conduct, or that of persons that they permitted on the premises. The Respondent denied giving anyone permission to enter the premises while they were away, and it seems unlikely that they did give such permission. If they had, the offenders would not have needed to break into the premises to gain entry. Additionally, the Respondent reported the damages to the Applicant as soon as reasonably possible upon their return to the community.

While it may have been helpful to report the break-ins to the RCMP so as to initiate an investigation into the offence, there is no guarantee that an offender would be identified who could be held liable for restitution. There is provision in the written tenancy agreement requiring the Tenant to notify the Landlord of damages to the rental premises, but there are no provisions in the Act or in the written tenancy agreement requiring Tenants who are victims of property damage to report the incident to the RCMP.

While I am satisfied the referenced damages occurred, I am not satisfied the Respondents are responsible for causing the damages and, therefore, the Respondents are not liable for the costs of repairs. The Applicant's claim of costs for repairs totalling \$1,249.28 is denied.

Termination of the tenancy and eviction

Despite the Respondents' repeated failure to pay the rent when due, their failure to comply with a Rental Officer order to pay future rent on time, and the amount of rental arrears that have accumulated, and because of the Respondents' commitment to quickly resolve the rental arrears and to pay their rent on time every month, I am not satisfied termination of the tenancy and eviction are justified at this time. The Applicant's request for termination and eviction orders is denied.

Orders

An order will issue requiring the Respondents to pay rental arrears of \$300 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b)).

Adelle Guigon
Rental Officer