

IN THE MATTER between **HNT**, Applicant, and **KO**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

KO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 27, 2023

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KO as the Respondent/Tenant was filed by the Rental Office May 10, 2023. 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 registered mail on May 25, 2023.

The Applicant claimed the Respondent had repeatedly failed to pay rent when due, had disturbed other tenants and the landlord, and was responsible for repair of damages. An order was sought for payment of rental arrears, payment of tenant damages, termination of the tenancy agreement, and eviction.

A hearing was held on June 14, 2023, by teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, the hearing proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing, I made decisions and issued reasons and an order for payment of rental arrears totalling \$1,635.07, as well as termination of the tenancy agreement on June 30, 2023 and eviction on July 1, 2023. I reserved my decision on the claim for tenant damages pending further information from the Applicant, as provided for under section 82 of the Act.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement for subsidized public housing commencing on April 1, 2012, and continuing month to month. The subsidized rent is currently \$80 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Tenant damages

The Applicant provided as evidence, work orders, invoices, photographs to support their claim for expenses for repair of damages. Their claim includes the following:

- **\$1,426.43** - \$75.08 - January 3, 2023 - charge for temporarily fixing an exterior door that was kicked off the hinges, invoice #128329, work order #362213, and \$1,351.35 for replacing the damaged exterior door invoice #128346 and work order #363409.

At the hearing, I asked for additional information to support this claim including photographs of the damages, and information to substantiate the Applicant's claim that the tenant or someone they allowed into the rental premises was responsible for the damages.

On June 15, 2023, the Applicant provided, to the Rental Office, further information including photographs detailing the extent of the damages and an explanation for the charges. This information was also provided to the Respondent with an opportunity to explain or refute it. The Respondent did not provide a response.

In their information, the Applicant explained that although the Respondent reported the door had been kicked in, no police report was provided, and the tenant didn't call it in until the next day even though it was December and very cold. They also said that this was around the same time they were being called to the unit because the Respondent had lost their keys or had been locked out.

These charges are denied - Although it is clear that the door was kicked in and badly damaged, I am not satisfied, based on the evidence and testimony, that the Respondent or someone they allowed into the rental premises caused the damages. According to the Applicant's own evidence, the Respondent reported the damages and that "someone kicked in the door". The Applicant does not have any evidence that the Respondent is responsible for the damage and is only speculating that the Respondent kicked in the door because they didn't have their key. The lack of a police report also doesn't prove the Respondent is responsible.

- **\$1,998.15** - January 13, 2023 - replace two broken windows - invoice #128347, work order #363814, photographs showing the damages and that they were broken from the inside of the rental unit. At the hearing, **I accepted these charges** based on the evidence provided prior to the hearing.
- **\$293.53** - February 27, 2023 - \$217.30 to board up unit and change locks - invoice #129023, work order #367462 and \$76.23 to remove plywood from windows when tenant returned - invoice #129024, work order #367468. The Applicant testified and provided evidence that the Applicant's staff went to the rental unit to investigate a disturbance complaint about partying and because they had reason to believe the Respondent had abandoned the rental premises. The Respondent was not there, but the individual that opened the door told them they were renting from the Respondent who was not living there. The Applicant's staff could not reach the Respondent and take, I think, reasonable steps to secure the unit considering the circumstances. Later in the day, the Respondent returned and confirmed that they had not abandoned the rental premises. The boarding was removed and the Respondent regained possession.

At the hearing, I **accepted these charges**. I think it was reasonable for the Applicant to assume the tenancy had been abandoned, and a person who was not known to the Applicant was living there.

- **\$124.13** - April 28, 2023 - lock change - invoice #129682 and work order #373657. At the hearing, I asked the Applicant to provide information on the reasons for the change. The Applicant later provided information to the Rental Office and the Respondent, that the change had been requested by the Respondent. I **accept these charges**.

The following charges are accepted:

\$ 1,998.15 - replace broken windows

\$ 293.53 - securing unit and then opening it again

\$ 124.13 - lock change requested by tenant.

\$ 2,415.81

-\$ 21.36 - payments by tenant (remaining after previous tenant damage charges were satisfied)

\$ 2,394.45

I find the Respondent currently owes a total of \$2,394.45 for repair of tenant damages.

Orders

An order will issue requiring the Respondent to pay costs for repair of tenant damages in the amount of \$2,394.45 (p. 42(3)(e)).

Janice Laycock
Rental Officer