

IN THE MATTER between **HNT**, Applicant, and **SK**, 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 **Hal Logsdon**, Rental Officer, regarding a rental premises located within the **hamlet of Ulukhaktok in the Northwest Territories**,

BETWEEN:

HNT

Applicant/Landlord

-and-

SK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 15, 2023

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SK, representing the Applicant
KJ, representing the Applicant
SK, the Respondent

Date of Decision: September 14, 2023

REASONS FOR DECISION

The monthly tenancy agreement between the parties was made in writing and commenced on September 3, 2019. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and damaging the refrigerator due to their own negligence. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and the replacement costs of a new refrigerator. The Applicant also requested an order terminating the tenancy and an eviction order.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent arrears of \$1,412.68 and refrigerator replacement costs of \$1,333.94. The Applicant also provided a work order and invoice regarding the replacement of the refrigerator. The Applicant stated that the Respondent had failed to pay for electricity resulting in the disconnection of the service when the Respondent was not in town. As a result, the food in the refrigerator spoiled and the unit was impossible to clean and had to be replaced.

The Respondent did not dispute the allegations but stated that her limited household income prevented them from paying the rent and electricity in a timely manner. The Respondent acknowledged, however, that at least one household member was employed. I note that the rent was recently reassessed in July 2023. I assume that the assessment reflects the household's ability to pay.

The Applicant prepared an agreement to pay rent arrears in monthly installments of \$250 plus the monthly rent in February 2022. The Applicant stated that they would withdraw the request to terminate the tenancy agreement in favour of an order to pay the arrears and replacement costs in similar fashion. The Respondent stated that she could manage the proposed repayment schedule. In my opinion, this is reasonable.

I find the Respondent in breach of their obligation to pay rent. I also find the Respondent in breach of article 8 of the tenancy agreement which requires the tenant to pay for utilities. Their negligent breach of this obligation led directly to the refrigerator damage and they are therefore responsible for the costs of replacement. I find rent arrears of \$1,412.68 and find the \$1,333.94 replacement cost of the refrigerator to be reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,412.68 and refrigerator replacement costs of \$1,333.94. The rent arrears and replacement costs shall be paid in monthly payments of no less than \$250, payable no later than the last business day of every month until the rent arrears and replacement costs are paid in full. The first payment shall be due no later than September 29, 2023. The Applicant shall also be ordered to pay the monthly assessed rent on time.

Should the Respondent fail to pay the arrears and replacement costs in accordance with the order or fail to pay the monthly rent on time, the Applicant may file an application seeking the full lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer