

IN THE MATTER between **HNT**, Applicant, and **SP**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

SP

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 17, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MRC, representing the Applicant SP, Respondent
<u>Date of Decision:</u>	January 31, 2024

REASONS FOR DECISION

An application to a rental officer made by LHA on behalf of HNT as the Applicant/Landlord against SP as the Respondent/Tenant was filed by the Rental Office October 17, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Lutsel k'e, Northwest Territories. The filed application was personally served on the Respondent January 10, 2024.

The Applicant claimed the Respondent had not paid their rent when due and had accumulated rental arrears, and were responsible for costs to repair damages. An order was sought for payment of rent owing, to pay future rent on time, to pay costs for repair of damages, termination of the tenancy agreement and eviction.

A hearing scheduled for November 16, 2023, was cancelled due to issues with service of documents on the Respondent. The hearing was re-scheduled and held on January 17, 2024, and notices were served on the parties. MRC appeared representing the Applicant. The Respondent, SP attended the hearing.

Tenancy agreement

Evidence was provided establishing a residential tenancy agreement between the parties for subsidized public housing under the Supported Lease Program, commencing on April 1, 2014, continuing month to month. I am satisfied a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicant provided as evidence an updated lease balance statement printed on January 16, 2024. The statement represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The rent is subsidized and is currently \$300 per month. According to statement the Respondent has repeatedly not paid their rent when due. Between February 2021 and December 2022, they made no payments. Since then they have been paying regularly, although no rent was paid during the period July to September 2023, or for November 2023. According to the statement the rental arrears are currently \$11,200.

The Applicant also provided evidence of repeated notices to the Respondent about the rental arrears including requests to set up a payment plan.

The Respondent did not dispute the statement or the amount owing. They testified that during the pandemic they were supporting two households, their own and the adult daughter's and their income wasn't sufficient to meet all their needs. They testified and provided evidence

that they are now trying to make regular payments and have applied for federal funding through Jordan's Principle to assist them with their arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondent has breached their obligation to pay rent when due and has accumulated rental arrears in the amount of \$11,200.

Tenant damages

The Applicant claimed the Respondent was responsible for costs to repair damages and replace interior doors totalling \$2,065.96 (\$1,967.58 + \$98.38 GST). The work was carried out in December 2020, and the Applicant was charged for the damages in February 2021. The Applicant provided as evidence the invoice, work order RM249489 for labour in the amount of \$788.26, and the home Hardware receipt for materials for 4 interior doors in the amount of \$1,179.32. According to the lease balance statement the Respondent has recently paid \$200 against this cost, bringing the total now owing to \$1,865.96.

The Respondent testified that a member of the Landlord's maintenance staff, was visiting and noticed the doors were broken, and offered to replace them. The Respondent was not aware that they would be invoiced for this work. They also testified that the hollow core doors were original to the unit (2002) and the damage was as a result of wear and tear.

I reserved my decision at the hearing and asked the Applicant to provide further information to support their claim including photographs of the damages and age of the doors. On January 22, 2024, the Applicant provided a copy of a unit condition rating report completed in 2019 indicating the doors were in good condition at that time. The Applicant also reported that the maintenance staff who replaced the doors said two bedroom doors were missing and the bathroom door was damaged and needed to be replaced. They were not able to provide photos or the age of the doors.

The Respondent responded to this additional information, stating that the doors were in poor condition a few years prior to their replacement in 2020, so they are not sure why the doors were listed in good condition in 2019. They also pointed out that the Applicant had not verified the age of the doors.

After reviewing the evidence and testimony I am not satisfied that the damages are the responsibility of the Respondent and not due to wear and tear. There is no specific description or photos showing the damages. If, as the Respondent has testified, the doors were original to the unit in 2002, this would mean they were 18 years old when replaced in 2020. It is more likely than not that they had reached the end of their useful life. I deny the Applicant's claim for costs to repair damages.

Termination and eviction

The Respondent has over the period of this tenancy repeatedly not paid their rent and has consistently had rental arrears owing. However, since January 2023, they have been making a greater effort to pay their rent when due and towards the end of 2023, took steps to secure funding to address their arrears. For these reasons I do not believe that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$11,200 (p. 41(4)(a); and
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer