

IN THE MATTER between **NRR**, Applicant, and **CO and DM**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**CO and DM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 10, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** CSC, representing the Applicant  
TH, Respondent

**Date of Decision:** April 10, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against CO, DM and TH as the Respondents/Tenants was filed by the Rental Office January 24, 2024. 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 Respondents by email on March 25, 2024.

The Applicant claimed the Respondents had repeatedly failed to pay rent when due and had accumulated significant rental arrears and were responsible for costs to repair damages. An order was sought for payment of rental arrears, payment of costs associated with repair of damages, termination of the tenancy agreement and eviction.

A hearing was held on April 10, 2024 by three-way teleconference. CSC appeared representing the Applicant. TH appeared as one of the Respondents. The other Respondents did not appear, nor did anyone appear on their behalf, the hearing proceeded in their absence as provided under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between NCHYPLP and the Respondents for the term November 1, 2021 to October 31, 2022, and then continuing month to month. It is noted that the name of the Landlord is now NRR, and this name is reflected in the application.

TH is included in the tenancy agreement as a co-signer. He testified that he does not live in Yellowknife, has never lived at the rental unit, was not included in rent statements or notices to the Tenants and as a result was not aware of the arrears. He acted as a co-signer to support the Respondents in obtaining the lease. The Applicant verified they are aware that the Tenants are CO and DM alone, and their communications have been only with them.

I am satisfied that a valid tenancy agreement is in place in accordance with the Act and based on the testimony of the parties I find that TH is no longer a party to the tenancy agreement and the style of cause is amended accordingly.

### *Rental arrears*

The updated International Lease Ledger entered as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. The rent at the beginning of the tenancy was \$1,740, was increased to \$1,784 in 2022, and then to \$1,825 in November 2023.

According to the evidence and testimony of the Applicant, the last payment made on the rental account was \$5,281.81, made in July 2023, with funding from Jordan's Principle, leaving a balance owing for rent totalling \$720. After not paying any rent since July 2023, the rental arrears with late payment fees (assessed according to the Act), are currently \$15,959.52.

I am satisfied the lease ledger accurately reflects the current status of the rental account and find the Respondents currently have rental arrears owing totalling \$15,959.52.

### *Tenant damages*

The Applicant claimed \$1,646 for repair and replacement of the toilet. According to the Applicant maintenance staff were called after hours to fix a plugged toilet, they found the toys and baby wipes belonging to the Respondents in the toilet and called JSL Plumbing to check the line, and re-install the toilet. The toilet was damaged (photos provided) and was replaced. The costs claimed on the invoice to the Respondents dated July 12, 2023 are:

- \$441 - JSL after hours call out - copy of invoice provided;
  - \$605 - new toilet and toilet seat
  - \$600 - maintenance work
- \$1,646

At the hearing I asked for more detail on the charge of \$600 for maintenance work. According to the Maintenance Charge Back forms the maintenance staff came twice and charged \$400 for July 11, 2023 and \$200 for July 12, 2023. I asked for a breakdown of these charges to better understand what had been done for this amount, appreciating that there may have been charges for work after hours on July 11th. The Applicant was unable to explain the costs or provide more detail and said they would drop their claim for this amount, reducing the claim for repair and replacement of the plugged toilet to \$1,046.

The Applicant also claimed amounts totalling \$150 for replacing two lost keys and a door fob at the request of the Respondents and \$300 to clean up and take to the dump several bags of garbage dumped off the edge of the balcony by the Respondents. According to the notes on the Maintenance Charge Back form, personal documents identifying the Respondents were found in the garbage linking them to this action.

\$1,046 repairs and replace toilet  
\$150 replace keys and fob  
\$300 to clean up and take garbage to the dump  
\$1,496 TOTAL.

I am satisfied the revised costs claimed are reasonable and supported by evidence and find the Respondents responsible for costs to repair damages and cleaning totalling \$1,496.

#### *Termination and eviction*

The Respondents have not paid any rent since July 2023, (nine months) and have accumulated significant rental arrears, despite numerous notices from the Landlord. At the hearing I asked if considering the lack of any payment of rent the Respondents had abandoned the rental premises. The Applicant testified that they have spoken with the Respondents and they are still occupying the rental premises.

Based on the evidence and testimony I find that the Respondents have breached their obligations under the Act to pay rent when due and termination of the tenancy agreement and eviction are justified.

#### *Orders*

An order will issue:

- requiring the Respondents to pay rental arrears in the amount of \$15,959.52 (p. 41(4)(a));
- requiring the Respondents to pay costs for repair of damages and cleaning in the amount of \$1,496.00 (p. 42(3)(e));
- terminating the tenancy agreement on April 30, 2024 (p. 41(4)(c)); and
- evicting the Respondents from the rental premises on May 15, 2024 (p.63(4)(a)).

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Janice Laycock  
Rental Officer