

IN THE MATTER between **NRR**, Applicant, and **CT and DT**, 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, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NRR

Applicant/Landlord

-and-

CT and DT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 29, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant

Date of Decision: May 29, 2024

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against CT and DT as the Respondents/Tenants was filed by the Rental Office February 14, 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 May 10, 2024.

The Applicant claimed the Respondents had repeatedly not paid their rent when due, had accrued significant rental arrears, and was responsible for costs to repair damages. An order was sought for payment of rental arrears, payment of costs to repair damages, termination of the tenancy, and eviction.

A hearing was held on May 29, 2024, by three-way teleconference. Notices were provided to all parties. CC appeared representing the Applicant. The Respondents did not appear, nor did anyone appear on their behalf. As the Respondents were served sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for the term August 1, 2022 to July 31, 2023 and then continuing month to month. I am satisfied that there is a valid tenancy agreement between the parties in accordance with the Act.

Rental arrears

The updated statement provided, as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account up to and including May 2024. According to the statement, the Respondents have had rental arrears owing during their tenancy, and during the period November 2023 to May 2024, they only made one payment of \$2,500 in May 2024, bringing the rental arrears (including late payment fees) currently owing to \$20,801.01.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have rental arrears currently owing totalling \$20,801.01.

Tenant damages

The Applicant claimed costs for repair of tenant damages totalling \$1,986.25 and provided copies of the "Maintenance Charge Back" as well as a copy of the invoice from Aurora Windows and Doors. The costs claimed are as follows:

- \$100 - after hours maintenance - April 5, 2023 - toilet clogged with toilet paper, tenants called after hours.
- \$75 - maintenance charge-back, July 21, 2023, tenants' child flushed a toy ball down the toilet.
- \$1,811.25 - replace exterior door - invoice provided to Respondents September 25, 2023 as well as a copy of the invoice from Aurora Windows and Doors for materials and labour to replace exterior door and frame.

At the hearing, I approved the claim for the two call-outs to repair the clogged toilet totalling \$175, as these are reasonable and supported by evidence. I questioned the claim for costs to repair/replace the exterior door. The Applicant testified that the Respondents had come into the office in August 2023 and asked that the door be replaced. The Applicant was not able to testify to the cause of the damages, or provide photos documenting the type of damages, and the tenants did not provide an explanation when they came in to ask for repairs. When pressed, the Applicant was not able to provide further information on the cause or type of the damage.

Under subsection 42(1) of the Act, a tenant is responsible for repair of damages caused by them or persons permitted on the premises by the tenant. In this case, I cannot be satisfied that the damages were caused by the tenant or someone they permitted on the premises, and deny the claim for these costs to repair/replace the exterior door totalling \$1,811.25.

Termination and Eviction

According to the statement, the Respondents have had rental arrears owing during their entire tenancy, and during the last eight months only made one payment of \$2,500 in May 2024. They have repeatedly breached their obligations under the Act to pay their rent when due and I am satisfied that termination of the tenancy agreement and eviction are justified.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$20,801.01 (p. 41(4)(a));
- requiring the Respondents to pay costs for repair of damages in the amount of \$175.00 (p. 42(3)(e));
- terminating the tenancy agreement on May 31, 2024 and requiring the Respondents to vacate the rental premises on that date (p. 41(4)(c)); and
- evicting the Respondents from the rental premises on June 15, 2024 (63(4)(a)).

Janice Laycock
Rental Officer