

IN THE MATTER between **HNT**, Applicant, and **MK**, 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 **Jerry Vanhantsaeme** Rental Officer, regarding
a rental premises located within the **hamlet of Fort McPherson in the Northwest
Territories;**

BETWEEN:

HNT

Applicant/Landlord

-and-

MK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 29, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

DF, representing the Applicant

Date of Decision: May 30, 2024

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of HNT as the Applicant/Landlord against MK as the Respondent/Tenant was filed by the Rental Office March 22, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort McPherson, Northwest Territories. The filed application was personally served on the Respondent on May 21, 2024.

The Applicant alleged the Respondent had repeatedly failed to pay rent, had accumulated arrears, and had caused damages to the rental premises. An order was sought for payment of rental arrears, payment of the costs for repairs, termination of the tenancy, eviction, and compensation for use and occupancy of the rental premises.

The hearing was scheduled for May 29, 2024, by three-way teleconference. SW and DF appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence, pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. The hearing was adjourned *sine die* pending receipt of missing invoices for damages.

Tenancy agreement

The Applicant provided evidence establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 17, 2019. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental Arrears

The lease balance statements entered into evidence represent the Landlord's accounting of the monthly rents and payments received against the Respondent's rent account. Based on the household income, the subsidized rent was assessed at \$70.00 per month from May 1, 2021 to May 1, 2024. According to the statement submitted with the application, the last time the Respondent's rent account was in good standing was September 21, 2021.

According to the lease balance statement, the Respondent has failed to pay or pay rent on time multiple times over the last year, and after removing the tenant damage invoice amounts, the rental arrears balance owing is \$194.53, working out to just under three (3) months of unpaid rent.

Tenant Damages

The Applicant's costs claimed, for repairs of damages, in the amount of \$2,849.26. The Applicant did acknowledge the Respondent had made payments in the amount of \$1,185.00. The claim was supported with seven (7) invoices which included 14 work orders.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by the wilful negligent conduct of the tenant or persons permitted on the premises by the tenant.

The following are the amounts claimed and my findings:

1. Invoice #21-028 - \$1,028.01 **"claimed and approved"**, WO 291241 Replace broken window (\$392.29); WO 299475 - Replace living room window with plywood and replace bottom window with new window (\$386.77); WO 291021 - Lockout call (\$50.00); WO 297296 - Lockout call (\$50.00); WO 301354 - Lockout call (\$50.00); WO 301364- Lockout call (\$50.00). Total \$979.06 plus \$48.95 GST.
2. Invoice #21-060 - \$243.49 **"claimed"**, WO 320429 - Plywood broken window (\$79.13); WO 320518 - Lockout call (\$50.00); WO 324788 - Lockout call (\$50.00); **"approved"**. WO 322255 - Replace latch on exterior door (\$52.77) **denied** as WO does not provide enough detail for claim directly related to tenant damages. **Total approved \$179.13 plus \$8.96 = \$188.09.**
3. Invoice #22-032 - \$533.66 **"claimed and approved"**, WO 351165 - Windows glass replacement and install. Total \$508.25 plus \$25.41 GST.
4. Invoice #22-051 - \$89.86 **"claimed and approved"**, WO 332919 - Install missing smoke detector. Total \$85.58 plus \$4.28 GST.
5. Invoice # 23-017 - \$673.78 **"claimed and approved"**, WO 392109 - Window repair broken glass (\$153.02); WO 391875 - Repair kicked in door (\$488.68). Total \$649.35 plus GST (\$24.43).
6. Invoice #23-052 - \$122.96 **"claimed and approved"**, WO 406042 - Repair damaged door (\$29.68); WO 406182 - Repair door knob (\$87.43). Total \$117.13 plus GST \$5.85.
7. Invoice #23-074 - \$157.50 **"claimed and approved"**, WO 409085 - Lockout call (\$50.00); WO 410177 - Lockout call (\$100.00). Total \$150.00 plus GST \$7.50.

Damage claim summary:

\$2,793.86	Total approved invoice charge
<u>\$1,185.00</u>	<u>Payments on damages</u>
\$1,608.86	Damages owing

Termination of tenancy and Eviction

In consideration of the Respondent's historical pattern of failing to pay her rent when due, and the historical repeated and continuing pattern of damages to the rental premises, I am satisfied termination of the tenancy agreement and eviction are justified.

Order

An order will be issued:

- requiring the Respondent to pay the rental arrears of \$194.53 (p. 41(4)(a));
- requiring the Respondent to pay the repair costs of \$1,608.86 (p. 42(3)(e));
- terminate the tenancy June 30, 2024 (p. 41(4)(c), p. 42(3)(f));
- evicting the Respondent from the rental premises July 1, 2024; and
- requiring the Respondent to pay compensation and use for the rental premises for each day after the tenancy has been terminated.

Jerry Vanhantsaeme
Rental Officer