

IN THE MATTER between **HNT**, Applicant, and **AS and JS**, 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 **Fort Resolution in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**AS and JS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2024

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

**Appearances at Hearing:** MU, representing the Applicant  
AS, representing the Respondent

**Date of Decision:** June 14, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against AS and JS as the Respondents/Tenants was filed by the Rental Office April 19, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondents by personal service on May 28, 2024.

The Applicant claimed the Respondents had accumulated rental arrear, failed to pay rent on time, caused damages to the rental premises, and disturbed the Landlord's and other tenant's possession or enjoyment of the rental complex. An order was sought for payment of rental arrears, payment of rent on time in the future, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 13, 2024 by three-way teleconference. MU appeared representing the Applicant. AS appeared representing the Respondent. Due to the severity of the application, the hearing was adjourned *sine die* pending receipt of documents supporting a charge for repairs and documentation for disturbances.

#### *Tenancy agreement*

Evidence was provided establishing a fixed term tenancy agreement for subsidized public housing commencing October 23, 2019 and ending January 31, 2020, then becoming a month-to-month tenancy. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

#### *Previous Orders*

Rental Officer Order #17113, issued January 25, 2021, ordered the Respondents to pay rental arrears of \$3,815.00, and ordered a conditional termination on April 30, 2021, unless the arrears are paid in full and the rents for February, March and April are paid on time. If the tenancy agreement was terminated, the Respondents would be evicted on or after May 1, 2021.

Rental Officer Order #17117, issued July 29, 2021, ordered the Respondents to pay rental arrears of \$730.00; pay future rent on time and ordered a conditional termination on October 31, 2021, unless the total rental arrears of \$2,230.00 arrears are paid in full and the rents for August, September and October are paid on time. If the tenancy agreement was terminated, the Respondents would be evicted on or after November 1, 2021.

Rental Officer Order #17870, issued February 14, 2023, ordered the Respondents to pay rental arrears of \$2,205.46, in monthly installments of \$100.00 by the last day of the month until the arrears are paid in full. And the Respondents were to pay future rent on time.

### *Rental arrear*

The updated lease balance statement printed on June 12, 2024, and provided as evidence, represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. Based on household income, the subsidized rent was assessed at \$75.00 per month. According to the updated statement, the Respondents had a credit balance of \$583.00 on April 1, 2024. Tenant damage invoice #1829 for Work Order #433850 was applied for the amount of \$538.83, leaving a credit of \$44.17. After the rent charges for May and June 2024 have been applied, the Respondents have an arrears balance owing of \$105.83.

### *Tenant damages*

The Applicant claimed costs for repairs of damages totalling \$2,054.89. The updated lease balance provided on June 12, 2024, included invoice #1829 for Work Order #433850 for a replacement of a broken window on April 11, 2024. The invoice and supporting document was not included with the update to allow the Rental Officer to accurately calculate the damages claim. Proof of the claim was requested and provided by the Applicant's representative. When the Respondent was asked if they received the work order and the charge against their lease balance statement. The Respondent testified they did not receive a copy of the invoice and work order; did not recall it being charged against the lease balance statement. The Applicant provided evidence showing on April 30, 2024 the Respondents were notified of the damages and told that should they have any questions, to contact the Applicant's representative in the community.

At the hearing, I also asked why the Applicant hadn't included Work Order#401844 for \$1,516.06 dated November 9, 2023 and produced March 3, 2024, was not on the lease balance statement but the other charge was. The Applicant's representative acknowledged the invoice was submitted as part of the rental officer application and just put invoice #1829 against the Tenants' account.

The Respondent also testified, Mr. S broke the windows and is to pay for them as a no contact order is in place.

When reviewing the claim, I considered the evidence provided and the fact of that a joint tenancy is in place, the Respondents are responsible for the damages and if the costs for repairs were reasonable.

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

The following are the amounts claimed in my findings:

1. **\$1,516.06, approved and claimed**, WO 401844 opened September 14, 2023, for replacement of three broken windows. Material costs of \$1,320.79 and labour costs of \$195.27. **Supported by evidence and approved.**
2. **\$538.83, approved and claimed**, WO 433850 opened on April 11, 2024, for replacement of broken living room window. Evidence shown by the Applicant's representative of the Respondents being informed of the charge for repair and given the opportunity to talk with the Applicant's representative prior to the hearing. **Supported by evidence and approved. Already paid though by credit on the lease balance statement.**

#### **\$1,516.06 APPROVED DAMAGES OWING**

##### *Disturbances*

The Applicant entered into evidence letters sent to the Respondents in relation to a number complaints received with regards to excessive noise and disturbances coming from the rental premises. Letters dated September 5, 2023; September 25, 2023; October 12, 2023; January 4, 2024, and March 25, 2024, all indicated ongoing disturbance occurring at the rental premises ranging from excessive noise, yelling, loud music, and partying. The Applicant also pointed out the Respondent was in breach of the section 12© of the tenancy agreement with regards to disturbances.

The Applicant entered into evidence an RCMP record of account of five (5) occurrences at the rental premises, which included "three - Mischief - Obstruct enjoyment of property", "one - Mischief - Damage of property" and "one - Assault with a weapon or Causing Bodily Harm".

Upon request of the Rental Officer, the Applicant's representative provided updated tenancy notes reporting four (4) more reports of disturbances coming from the rental premises since the application to the rental officer was submitted.

The Applicant also entered into evidence an incident reported on September 16, 2023, at the rental premises regarding a "Near Miss", where smoke could be seen coming from the unit and when investigated, two occupants were asleep and food (bacon) was left cooking on the stove. The Respondent testified a family member was staying with her during evacuation. When the incident occurred the Respondent was camping and only one person was in the rental premises, not two.

The incident report indicated no damages were done. However, the situation could have become serious quickly.

I am satisfied there has been a repeated pattern of disturbances for which the Respondents are responsible. I find the Respondents have failed to comply with their obligation not to cause disturbances.

### *Termination and Eviction*

In light of the incidents leading up to the application to the rental officer, specifically with regards to disturbances, a conditional order for termination and eviction will be issued subject to no further disturbances.

#### Orders

An Order will be issued:

- requiring the Respondents to pay rental arrears owing in the amount of \$105.83 (p. 41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- requiring the Respondents to comply with their obligation to not cause disturbances and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- termination of the tenancy:
  - (a) July 31, 2024, unless there are no further disturbances caused by the Respondents or their guests; and
  - (b) August 31, 2024, unless there are no further disturbances caused by the Respondents or their guests; and
  - (c) September 30, 2024, unless there are no further disturbances caused by the Respondents or their guests; (p. 43(3)(d), ss 83(2)).
- evicting the Respondents from the rental premises:
  - (a) August 1, 2024, if the termination of the tenancy becomes effective July 31, 2024;
  - (b) September 1, 2024, if the termination of the tenancy becomes effective August 31, 2024; and
  - (c) October 1, 2024, if the termination of the tenancy becomes effective September 30, 2024; (p. 63(4)(d), ss 83(2)).

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Jerry Vanhantsaeme  
Rental Officer