

IN THE MATTER between **HNT**, Applicant, and **KS**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

KS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 20, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CC, representing the Applicant
KS, representing the Respondent

Date of Decision: June 26, 2024

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against KS as the Respondent/Tenant was filed by the Rental Office April 26, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by registered mail on May 2, 2024.

The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay rent, accumulated rental arrears, caused damages to the rental premises, and disturbed other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rental arrears, pay the alleged tenant damages, termination for arrears and disturbances, and eviction. The Applicant also sought an order for compensation for use of the premises.

A hearing was scheduled for June 20, 2024. CC appeared representing the Applicant. KS appeared representing the Respondent. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

Tenancy Agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on August 22, 2022. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of monthly subsidized rent charges and payments received against the Respondent's rent account. All subsidized rents charged since March 1, 2023 were subsidized and assessed at \$80.00 per month. The Respondent committed to start making payments towards arrears. One of the documents requested was an updated lease balance statement to confirm the current arrears balance. The Respondent did not follow through with their commitment to start addressing the arrears.

I find the Respondent has repeatedly failed to pay the rent and has accumulated rental arrears in the amount of \$866.38.

Tenant Damages

The lease balance statement entered into evidence contained 11 charges against the tenant for lockouts totalling a claim of \$1,223.88. During the hearing, the Rental Officer noted only 7 invoices supporting the claim were provided. The remaining 4 were requested and provided. February 9, 2023, was the last date the lease balance reflected a zero balance. All lockout charges are reflected and in line with the invoices provided. During this time, the Respondent had paid \$908.88 towards the lockouts charges, leaving a balance remaining in the amount owed for lockouts in the amount of \$315.00. The Respondent did not dispute the claim. I am satisfied the claim for the lockout charges is warranted.

Disturbance

The Applicant's representative testified the Respondent has disturbed the Landlord and other tenants quiet enjoyment of the rental premises. This was supported by notices given, tenant file notes, caretaker reports, and multiple letters sent to the Respondent regarding disturbances. The Applicant's representative also testified the Respondent verbally abused staff and needed to be escorted out of the office. The Respondent did not dispute the claim; advised they were going through grief at the time, are now employed, had not caused any further disturbances since April 2024, and want to keep their housing. The Applicant's representative acknowledged the Respondent had not caused further disturbances since April 25, 2024.

Termination and Eviction

In light of the Respondent's repeated failure to pay rent as required, accumulated arrears, multiple calls for lockout, and the repeated and unreasonable disturbances, I am satisfied the Applicant's request for termination of the tenancy agreement is justified. During the hearing, the Respondent did acknowledge they are employed and trying to do their best, and want to start paying down the arrears. The Applicant's representative did acknowledge they would be willing to enter into a conditional termination and eviction.

An order will be issued:

- requiring the Respondent to pay rental arrears of \$866.38 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay the Applicant the cost of lockout fees in the amount of \$315.00 (p. 43(3)(c));
- termination of tenancy:
 - (a) July 31, 2024, unless there are no further disturbances verified as being caused by the Respondent or their guests, the rent for July is paid in full, and at least \$100.00 is paid towards the arrears;
 - (b) August 31, 2024, unless there are no further disturbances verified as being caused by the Respondent or their guests, the rent for August is paid in full, and at least \$100.00 is paid towards the arrears; and
 - (c) September 30, 2024, unless there are no further disturbances as being verified as being caused by the Respondent or their guests, the rent for September is paid in full, and at least \$100.00 is paid towards the arrears (p. 41(4)(a), 41(4)(c), p. 43(3)(d), ss. 83(2), ss. 84(2)).
- evicting the Respondent 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)(a), ss.(83(2))).
- requiring the Respondent to pay compensation for use and occupation of the rental premises at a rate of \$54.67 for each day the Respondent occupies the rental premises should the tenancy be terminated, to a maximum of \$1,625.00 per month(ss. 63(4)(b)).

Jerry Vanhantsaeme
Rental Officer