

IN THE MATTER between **NRR**, Applicant, and **JL**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**JL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 4, 2024

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

**Appearances at Hearing:** CC, representing the Applicant

**Date of Decision:** July 8, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against JL as the Respondent/Tenant was filed by the Rental Office May 9, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email on May 13, 2024 and deemed served on May 16, 2024.

The Applicant alleged the Respondent has repeatedly failed to pay rent and accumulated rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction. During the hearing, a claim for a maintenance call out and damages was also put forward. The Applicant's representative also said they would be willing to work with the Tenant on a payment plan and conditional termination and eviction.

A hearing was scheduled for July 4, 2024, in Yellowknife by three-way-teleconference. CC appeared representing the Applicant. JL did not appear at the hearing, nor did anybody on their behalf. Due to the complexity of the application, the hearing was adjourned *Sine Die*, subject to the Applicant providing documentation to support their claim.

#### *Tenancy agreement*

Evidence was presented in the application establish a joint fixed term residential tenancy agreement between the Landlord and two tenants (JL and YWCAY) the parties commencing December 1, 2019 to November 30, 2020. After which time the tenancy became a month-to-month tenancy. The tenancy agreement was signed by all parties. During the hearing, the Rental Officer questioned why the application was made in the name of JL only. Documents were requested to determine if the Landlord and J had entered into a sole tenancy agreement. To support the Landlord's claim of a sole tenancy agreement the Landlord and J entered into a 6-month lease starting December 1, 2020. No formal tenancy agreement was provided and there is no record of an exit inspection for the joint tenancy or commencement (move-in) inspection for the sole tenancy.

I am satisfied a valid oral tenancy agreement is in place in accordance with subsection 9(2) of the *Act*.

### *Rental Arrears*

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The lease balance statement indicates the Tenant's rent is \$2,350.00 per month. The lease balance statement indicated November 14, 2022 as the last time the Tenant had a zero or positive balance on their rent. Evidence showed the Tenant had missed or underpaid their rent 11 times in the past year. However, they did make two extra payments towards their rent and arrears in this period.

The lease balance statement also indicated two charges, one for a maintenance call of \$50.00, and one for a broken window for \$493.50. As of June 30, 2024, the arrears balance is \$4,143.58, removing these amounts the arrears balance owed by the Tenant is \$3,600.08.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and the historical patter of behaviour throughout the tenancy. I find the Respondent has repeatedly failed to pay the rent when due and accumulated rental arrears in the amount of \$3,600.08.

### *Tenant Damages*

The Applicant initially entered into evidence and claimed costs for a maintenance charge back of \$50.00 for a slow-moving bathtub drain and \$493.50 for the replacement of a broken window for a total of \$543.50.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises cause by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 45(2) of the *Act*, a tenant is responsible for maintaining the rental premises in a state of ordinary cleanliness.

The following are the amounts claimed and my finding:

1. **\$50.00 "claimed and denied"** - the Landlord was required to use a chemical cleaner to open up a slow-moving drain. A slow draining tub can be caused by clogging of hair or buildup of soaps, dirt, sand, or debris. As a chemical cleaner was used to clear the drain, a foreign object would not be causing the issue of slow moving, and therefore deemed to be a maintenance requirement.

2. **\$493.50 “claimed and approved”** - a maintenance request was done by the Landlord’s staff and forwarded to the Tenant on April 17, 2023. There is no record of the tenant disputing the charge and the Tenant did not attend the hearing to speak on their behalf. **Claim approved.**

**\$493.50 Total damages claim authorized.**

*Termination of the tenancy and eviction*

Based on the evidence and Applicant’s testimony at the hearing, it is my opinion the Respondent has breached their obligation under the *Act* to pay their rent in full, and accumulated rental arrears in the amount of \$3,600.08. I also find the Respondent is responsible for repairs in the amount of \$493.50.

I am satisfied termination of the tenancy agreement and eviction are justified. This being said, the Landlord’s representative indicated they would be willing to enter into a conditional termination and eviction as they were hoping the Tenant would attend the hearing to work out a payment plan.

*Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$3,600.08 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to pay costs of repairs in the amount of \$493.50 (p. 42(3)(e));
- terminating the tenancy agreement October 31, 2024, unless the rental arrears and damages totalling \$4,093.58 are paid in full and the monthly rents for July to October are paid in full (p. 41(4)(c), p. 42(3)(e), ss. 83(2)); and
- evicting the Respondent from the rental premises November 1, 2024, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

---

Jerry Vanhantsaeme  
Rental Officer