

IN THE MATTER between **HNT**, Applicant, and **RI**, 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 Mc.Pherson in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

RI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 8, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SW, representing the Applicant

Date of Decision: August 12, 2024

REASONS FOR DECISION

An application to a rental officer made by FMHA on behalf of HNT as the Applicant/Landlord against RI 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 served on the Respondent by email and deemed served on June 3, 2024.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of rental arrears, payment for the cost of repairs, termination of the tenancy agreement, eviction, and payment for use and occupation of the rental premises after termination of the tenancy.

A hearing was originally scheduled for May 30, 2024, however due to Canada post issues, service could not be completed. The rescheduled hearing was held August 8, 2024 in Yellowknife by three-way-teleconference. SW appeared representing the Applicant. RI appeared on behalf of the Respondent. Due to the severity of the claim, the Rental Officer adjourned the hearing *Sine Die* subject to the provision of documents for the Applicant to providing documents to support their claim.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties was for subsidized public housing commencing July 9, 2022, and signed by all parties. I am satisfied a valid tenancy agreement in accordance with the *Act*.

Previous orders

Rental Officer Order #15890 filed April 18, 2018, for a joint tenancy, ordered the Respondents to pay \$845.00 in rental arrears, pay rent on time in the future, terminated the tenancy agreement on July 31, 2018, unless the arrears were paid in full and the monthly rents for May, June and July are paid on time, and evicted the Respondents on August 1, 2018 should the tenancy be terminated.

Rental Arrears

The Applicant entered into evidence a lease balance statement representing the Landlord's accounting of the monthly assessed rents and payments made against the Tenant's rent account. The lease balance statement indicates at the time of the application to a Rental Officer, the Respondent received a rent subsidy which required them to only pay \$70.00 per month towards their rent. At the time of the application to the Rental Officer, the Applicant claimed the Respondent had accumulated rental arrears in the amount of \$3,576.24.

Prior to the hearing, the Applicant provided an update lease balance statement showing the Respondent had been working to address their arrears, which had been reduced to \$2,154.38.

I am satisfied the lease balance statement accurately reflects rent account and the historical pattern of behaviour throughout the tenancy. I find the Respondent has repeatedly failed to pay the rent when due and in full and has accumulated rental arrears in the amount of \$2,154.38.

Damages

Under subsection 42(1), a tenant shall repair damage to the rental premises and the residential complex caused by wilful or negligent conduct of the tenant or persons who are permitted on premises by the tenant.

In review of the invoice, evidence, and testimony:

Rental Unit-057 – Invoice #22-064 – \$1,305.03 supported by photo evidence

- Work order #367759: Exterior north side door – repair to jamb. The Respondent testified a person known to them in the community had damaged the door. They had reported to the RCMP but nothing was done. The Respondent also reported the damages to the Applicant's representative. The door was repaired and then they received the bill. Supported by photo evidence;
- Work order #367875: Walls and Ceiling – Repair damages to walls; and
- Work order #370522: Outside window pane broken. Respondent claims the window was most likely broken while they were at work, around the same time the door was broken. When questioned if the damaged was reported to the Applicant, the Respondent testified they had reported the damages to the local RCMP.

Rental Unit-057 - Invoice #23-003 - \$547.24 - no photo evidence

- Work order # 371338-Exterior Door - east side. Door had been damaged. Respondent was away when damage had occurred and did not inform the Applicant of them being away. Came back to find unit had been secured, as the Applicant's maintenance secured the door after finding damage. Respondent did not dispute responsibility.

Rental Unit-125 – Invoice #23-045 – \$15.58 – no photo evidence

- WO # 398320: Repair to door as the door could not lock. Respondent needed to use wire to secure the door. Maintenance staff took off striker plate was cut and adjusted so latch would catch. The Respondent testified the rental premises shifted and was unable to lock the door. The Respondent also testified he reported the issue as they did not want to make modifications to the Applicant's property.

I find the following:

\$1,305.03 – Invoice #22-064 **Approved**, supported by evidence, acknowledged by Respondent
\$ 547.24 – Invoice #23-003 **Approved**, acknowledged by Respondent
\$ 15.58 – Invoice #23-045 **Denied**, maintenance issue with rental premises
\$1,852.27 – Approved damages claim
\$ 712.85 – Paid towards damages
\$1,139.43 – APPROVED TOTAL COST OWING ON TENANT DAMAGES

Termination of the tenancy agreement and eviction

In consideration the Applicant's testimony and evidence presented, and Respondent's historical pattern of failing to pay rent in full and on time, I am satisfied the Applicant's request for termination of the tenancy agreement and eviction is justified. However, as the Respondent has acknowledged their responsibility to pay rent and ensure damages are not caused to the rental premises, a condition termination of the tenancy agreement and eviction will be ordered.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$2,154.38. (p. 41(4)(a));
- requiring the Respondent to pay future rent on time and in full (p. 41(4)(b));
- requiring the Respondent pay the Applicant costs of repairs in the amount of \$1,139.43(p. 42(3)(e));
- terminating the tenancy on October 31, 2024, unless the rental arrears and the costs of repairs totalling \$3,293.81 are paid in full and the monthly rents for August through October are paid in full (p. 41(4)(c), p. 42(3)(e), ss. 83(2));
- evicting the Respondent from the rental premises on November 1, 2024 should the tenancy be terminated (p. 63(4)(a), ss. 83(2)); and
- requiring the Respondent to pay compensation for use of the rental premises for each day after the tenancy has been terminated (p. 63(4)(b)).

Jerry Vanhantsaeme
Rental Officer