

IN THE MATTER between **SW**, Applicant, and **MB**, 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:

**SW**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 25, 2024

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

**Appearances at Hearing:** SW, representing the Applicant  
MB, representing the Respondent

**Date of Decision:** August 1, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by SW as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office May 23, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on May 28, 2024.

The Applicant claimed the Respondent had rent owing and was responsible for costs for the replacement of broken windows. An order was sought to pay rent owing and costs of repairs, termination of the tenancy agreement, and eviction.

A hearing was held on July 25, 2024, by three-way teleconference. SW appeared representing the Applicant. MB appeared representing the Respondent. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the provision of further information requested by the Rental Officer.

#### *Tenancy Agreement*

A statement entered into evidence stated the Applicant had purchased the rental property in August 2017 and at the time of purchase, the Respondent was a tenant. The Rental Officer questioned that when they had purchased the property, if they had a lease, and the rent was \$1,500 per month. When questioned on the tenancy, the Landlord also testified the Respondent is the sole tenant but was renting out rooms. The Respondent acknowledged this. The Rental Officer also requested a copy of the tenancy agreement. The Applicant stated they do not have a lease and are on month-to-month tenancy.

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

#### *Rental Arrears*

In the application to the rental officer, the Applicant submitted a claim for unpaid rent in the amount of \$18,235.96. In review, the document provided in regards to the claim only documented the underpaid or missed payments. The Rental Officer questioned the Applicant if they had a lease ledger or statement of account. The Applicant acknowledged they do have a record of everything paid. A full history of the rental account was requested and to be provided for review.

As noted in the tenancy agreement section, the Respondent testified with permission of the Applicant they are renting out rooms. When the rooms are rented, they would get \$700.00 per room.

Upon request of the Rental Officer, the Applicant provided a "Rental Payment Ledger" dated back to September 1, 2019. At this point, the Respondent was in good standing with payments until March 1, 2019 where they had underpaid the rent charge by \$650.00. The ledger from this point shows multiple payments were made. However, from March 1, 2019, to July 30, 2024, the Respondent had underpaid 5 and missed 12 months rent. In the 12 months, from August 1, 2023 to July 30, 2024, the Respondent had underpaid 1 month and missed 7 months of the rent charged.

I am satisfied the rental ledger accurately reflects the current status of the Respondent's rent account and the historical pattern of behaviour during the tenancy. I find the Respondent has repeatedly failed to pay rent in full when due. I find the Respondent has accumulated rental arrears in the amount of \$21,235.96.

#### *Broken windows*

The Applicant is claiming cost in the amount of \$2,000.00 for the replacement of broken windows.

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.

To support the Applicants claim 3 photos were entered into evidence. The breakdown of the claim is as follows:

- **Master bedroom** - The Respondent testified the window was near a playground and a child threw a rock breaking the window. The Respondent also testified there are children randomly throw rocks at the rental premises and other properties. The Applicant disputes this claim. The Applicant testified the Respondent had admitted the girlfriend's mother broke the window and had paid for the window and that the Respondent would fix the window but never did. In response, the Respondent changed their testimony and stated it was the common-law's aunt in an argument with the daughter (child at the time); the daughter left to the playground and the child threw the rock at the window.
- **Kitchen window** - The Respondent claims the window was broken during evacuation. When they had come home, the window was broken and the door was wide open. When questioned, if the damages had been reported, the Respondent testified they did not and was trying to see if insurance could be used or if there was any assistance that could be provided to pay for the window. The Applicant testified they were not informed of the broken window. It was only discovered when the Applicant visited the rental premise and found the window boarded up.

The Applicant also testified when questioning the Respondent on what happened the Respondent informed them someone broke-in and tried to climb through. When questioned about when the Applicant first found out about the broken window, the Applicant testified it was either September or October 2023. The Rental Officer also questioned as to whether the window was still boarded up, the Applicant testified the board had been removed and the Respondent was running an extension cord through the frame to a generator as the power had been cut off to the premises for a while. The Respondent did not dispute that the power had been cut off.

- **Small bedroom** - The Respondent testified the bedroom window had been broken by a current roommate/occupant while trying to open it. The Respondent also testified they did not believe the roommate. The Rental Officer questioned as to whether the Respondent had received payment for the broken window, the Respondent testified they did not remember. The Respondent also testified the roommate was going to try and replace the window and that this may have been the second window broken but could not be certain. The Respondent also testified this window had been broken for over a year. The Applicant testified the Respondent had never informed them of the window being broken, but it would have been over a year.

When questioning the claim for the windows, the Rental Officer asked if the claim was for replacing just the glass or the windows themselves. The Applicant testified, they installed the windows. The cost requested was for what the windows cost at the time of install. The current cost of replacement is higher and if able to get the payment, would replace them again.

To verify the claim on the windows, the Rental Officer requested the following documents from the Applicant: quote for the cost to replace of the glass. From the Respondent: photos of the windows from an interior view to ensure the frame looked to be functional.

Based on the evidence, testimony of both parties, and information requested, it is my opinion the Respondent breached their obligation under the *Act* to repair damages done to the rental premises. I find the Respondent responsible for reasonable costs to replace the glass panes in the amount of \$1,117.46.

### *Summations*

During the closing summation, the Applicant testified they would like to obtain payment for the arrears and damages and have the Respondent and other occupants evicted from the rental premises.

The Respondent testified the Applicant had installed the windows, but without trim, and foam and insulation exposed, and a child was also on the premises.

During the summations, the Respondent testified they had been laid off since December, have zero income, and dealing with medical issues for past three months. The Respondent also acknowledged they were clearly behind on rent. They had an application with Jordan's Principle to assist with the unpaid rent, utilities, and other expenses going forward.

The Respondent also testified they no longer wanted to reside at the rental premises, the Applicant had built an addition that was unsafe for a child and needed to be framed in. The Respondent had asked for a number of things to be repaired or replaced but they had not happened. They are willing to move but want to clear the debt and have sufficient time, since they are not working and financially unable to rent another place. The Respondent also testified they understand the Applicant wants to renovate, to which they had time and could be done while the Respondent was residing there, offering to help but was refused even though the Respondent was in that business. The Respondent also stated they have resided in the unit for 12-years and never had a written contract with the Applicant. The Respondent testified the windows did not look good and were improperly installed in their view. The Respondent would be willing to repay what they could for the windows and Jordan's Principle would assist once the application would go through.

#### *Termination of the tenancy agreement and eviction*

In light of the repeated failure to pay rent as required, accumulated arrears and damages caused to the rental premises by the Respondent or their guests, I am satisfied the Applicant's request for termination of the tenancy agreement and eviction is justified.

#### *Orders*

An order will be issued:

- requiring the Respondent to pay rental arrear in the amount of \$21,235.96 (p.41(4)(a));
- requiring the Respondent to pay repair in the amount of \$1,117.46 (p.42(3)(e));
- terminating the tenancy on September 15, 2024 (p. 41(4)(c), p. 42(3)(f)); and
- evicting the Respondent from the rental premises on September 16, 2024 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer