

IN THE MATTER between **HNT**, Applicant, and **GC**, 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 Providence in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

GC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 18, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: September 18, 2024

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against GC as the Respondent/Tenant was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on July 29, 2024.

The Applicant alleged the Respondents have repeatedly failed to pay rent when due and in full and had accumulated rental arrears and repairs to the rental premises. An order was sought for the payment of rental arrears, pay future rent on time, costs of repairs, termination of the tenancy, and eviction.

A hearing was scheduled for September 18, 2024, in Yellowknife by three-way teleconference. MB appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on the Respondents' behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I adjourned the hearing *Sine Die* for the Applicant to provide supporting documents.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing October 1, 2012, and signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous order

Rental Officer Order #17608, dated July 19, 2022, required the Respondent to pay rental arrears in the amount of \$4,150.00, pay future rent on time, termination of the tenancy agreement on October 31, 2022 unless the rental arrears are paid in full and the monthly subsidized rents for August, September and October are paid on time, and should the tenancy be terminated, evicted the Respondent on November 1, 2022.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. The statement indicated the Respondents calculated rent varied based on income, the rent was calculated at \$345.00. The statement also included a claim for damages in the amount of \$130.24. Damages are not considered arrears. After removing the damage claim, the statement of account shows the Respondent as having accumulated rental arrears in the amount of \$3,486.00.

Entered into evidence were associated notes and letters detailing the Respondent's arrears. According to an updated statement, the last time the Respondent had a zero balance on the rent account was June 1, 2021. During the summation of the Applicant's representative, they testified the Respondent had not filed their taxes in order to obtain their rent subsidy and would be charged maximum rent of \$1,545.00, but the accounting system is having issues and is not currently calculating the charges correctly. The calculation is correct up to June 30, 2024.

I am satisfied the lease balance statement accurately reflects the status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and as of June 30, 2024 accumulated rental arrears in the amount of \$3,486.00.

Tenant damages

The Applicant claimed costs for labour for replacement of three doors within the rental premises from a vacant unit. The Rental Officer questioned as to what was wrong with the doors. The Applicant's representative testified the Respondent had contacted the Applicant's maintenance staff regarding the damaged doors within the rental premises. They also testified as the cost of the doors would be high, an agreement was made between the Respondent and the maintenance person, doors would be used from a unit slated for demolition to keep the cost down. The Respondent would only be required to cover the cost of labour which was calculated at \$130.24. The Rental Officer questioned how the doors were damaged. The Applicant's representative testified the doors were damaged by occupants. There were no photos taken of the doors at the time.

As there is no supporting photo evidence the claim for **\$130.24 is denied.**

Termination of the tenancy agreement and eviction

Subsection 41(1) of the Act states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, I am satisfied termination of the tenancy agreement and eviction is justified. It is also noted in the testimony, that the Respondent has breached their obligation to report household income in accordance paragraph 6 of the tenancy agreement, a conditional termination of the tenancy agreement and eviction would be appropriate.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$3,486.00 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on December 31, 2024 unless the household income for 2023 calendar year is reported to the Applicant, and the rental arrears are paid in full, and the subsidized rents for October, November, and December are paid in full (p. 41(4)(c), p. 45(4)(e), ss 83(2)); and
- evicting the Respondent from the rental premises on January 1, 2025, should the tenancy be terminated (p. 63(4)(a), ss 83(2)).

Jerry Vanhantsaeme
Rental Officer