

IN THE MATTER between **HNT**, Applicant, and **TS and JC**, Respondents;

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 **designated authority of Kakisa in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TS and JC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 12, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LM, representing the Applicant

Date of Decision: September 20, 2024

REASONS FOR DECISION

An application to a rental officer made by HNT as the Applicant/Landlord against TS and JC as the Respondents/Tenants was filed by the Rental Office July 26, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Kakisa, Northwest Territories. The filed application was served on the Respondents by registered mail on August 21, 2024, and by email and deemed served on August 24, 2024.

The Applicant alleged the Respondents had failed to pay rent on time and in full resulting in the accumulation of rental arrears, and caused damages to the rental premises. An order was sought for the payment of rental arrears, damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for September 12, 2024, by three-way teleconference. LM appeared representing the Applicant. TS and JC did not appear, nor did anyone on their behalf. The proceedings in the Respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision to allow the Applicant to provide further information in regards to their claim.

Previous orders

Rental Officer Order # 16682, filed October 10, 2019, required the Respondents to pay to the Applicant rental arrears in the amount of \$11,017.15, pay their rent on time in the future, terminated of the tenancy agreement on January 31, 2020, unless at least \$125.00 was paid towards the rental arrears and the monthly subsidized rents for November, December and January were paid on time, and should the tenancy agreement be terminated, the Respondents would be evicted from the rental premises on February 1, 2020.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement for subsidized housing under the Homeownership Entry Level Program commencing April 1, 2014 and signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Rental arrears

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

The lease balance statements entered into evidence by the Applicant represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been subsidized and are assessed at \$375.00 per month. The lease balance statement also records the unit as a HELP unit.

During the hearing, the Rental Officer questioned the amount claimed by the Applicant as there was a rental officer order issued and it was on the statement. The Applicant's representative testified the amount on the statement includes the \$11,017.15 owed under a previous Rental Officer Order. In review, the Respondents' met the terms of the Rental Officer Order to avoid termination. The balance owed on Rental Officer Order #16682 is \$10,642.15.

The statement also included a tenant damage claim in the amount of \$2,409.00. Damages are not considered arrears.

Upon request, the Applicant provided a November 15, 2021 letter and a May 4, 2022 letter, which were sent to the Respondents regarding their arrears. The lease balance statement shows the Respondents made a \$500.00 payment after the May letter was issued.

The Rental Officer requested and received an updated balance statement. The statement indicated from when Rental Officer Order #16682 was issued to August 31, 2024, the Respondents paid \$2,625.00 towards the \$21,750.00 calculated rent, leaving a balance owing in the amount of \$19,125.00.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due. As of August 31, 2024, they have accumulated rental arrears in the amount of \$19,125.00, which represents 51 months of unpaid rent.

Damages

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Applicant claimed costs for repair of damages in the amount of \$3,065.95. This amount was based on damaged claim dated March 31, 2017 in the amount of \$656.15 for repair of a frozen sewer line and a second damage claim to repair a frozen sewage pipe on February 27, 2020 in the amount of \$2,409.80. The lease balance statement noted the \$656.15 was paid on May 1, 2017. This was pointed out to the Applicant's representative and acknowledged. The claim for \$656.15 is denied.

The Rental Officer questioned the invoice for \$2,409.80. The application did not have supporting documents to support the claim. Upon request, the Applicant's representative provided an inspection report, scope of work for repairs, tender documents for repairs, and notice to the Respondents regard the repairs.

I find the Respondent responsible for repairs in the amount of \$2,409.80.

Termination of tenancy agreement and eviction

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, and not adhering to a previous order to pay arrears and pay future rent on time, I am satisfied termination of the tenancy agreement and eviction is justified.

Orders

An order will be issued:

- requiring the Respondents to pay the Applicant rental arrears in the amount of \$19,125.00 (p. 41(4)(a));
- requiring the Respondents to pay the Applicant the cost of repairs in the amount of \$2,409.80 (p. 42(3)(e));
- terminating the tenancy agreement on November 15, 2024 (p. 41(4)(c)); and
- evicting the Respondents from the rental premises on November 16, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer