

IN THE MATTER between **HNT**, Applicant, and **SJ**, 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 **Janice Laycock**, Rental Officer, regarding a
rental premises located within the **hamlet of Tuktoyaktuk in the Northwest Territories**.

BETWEEN:

HNT

Applicant/Landlord

-and-

SJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 25, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DM, representing the Applicant
SJ, the Respondent

Date of Decision: September 25, 2024

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against SJ as the Respondent/Tenant was filed by the Rental Office August 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent on August 28, 2024.

The Applicant claimed the Respondent had not paid their rent when due and had accumulated significant rental arrears, and was responsible for damages and disturbances. An order was sought for payment of rental arrears, to pay rent on time, termination of the tenancy agreement, and eviction.

A hearing was held on September 25, 2024, by three-way teleconference. DM attended representing the Applicant. The Respondent, SJ, appeared at the hearing.

Previous orders

Previous Rental Officer Order file #17642, HNT v SJ, issued on August 16, 2022, required the Respondent to pay rental arrears in the amount of \$1,034.78 in minimum monthly installments of \$100 starting in August 2022, pay rent on time in the future, comply with obligation not to disturb the landlord or other tenants enjoyment of possession of the rental premises, termination of the tenancy agreement on November 30, 2022, unless minimum monthly installments and rents for September, October, and November are paid on time. Eviction on December 1, 2022, if the tenancy is terminated.

At the hearing, the Applicant testified that the previous order for payment of rental arrears had been satisfied and the tenancy continued.

Tenancy agreement

The Applicant provided, as evidence, the latest written tenancy agreement between the parties for subsidized public housing commencing on July 12, 2023, and continuing month to month. The subsidized rent is currently \$140 per month. The new agreement coincides with the date the Respondent moved from unit #172 to #157.

I am satisfied there is a valid tenancy agreement between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the statement dated July 19, 2024, and provided with the application, the Respondent owed \$160.

At the hearing, the Applicant testified that since the application was filed, the Respondent has paid their rent and rental arrears and currently has no arrears. I am satisfied based on the lease balance statement and the Applicant's testimony the Respondent currently has no rental arrears. However, as they do have a history of not paying their rent regularly including no rent in February, March, and June 2024, I will order them to comply with their obligation to pay rent on time.

Tenant damages

The Applicant claimed that there were extensive damages to the Respondent's previous rental unit (#X) roughly estimated to be around \$105,000, and that because of the damages no one was living there. They were unable to complete these repairs or prepare a detailed estimate of the work as they didn't have the funding or the staff. Further, they were not making a case for payment of those arrears, as they recognized that the damages had occurred over a year ago, and they recognized they had exceeded the six-month period for making an application as set out under subsection 68(1) of the Act.

In addition to the damages to unit #X, the Applicant claimed that the Respondent was also responsible for damages to their current unit #X. In July 2023, the Respondent was responsible for costs of \$1,551.60 to replace exterior doors. They provided, as evidence, a copy of the work order TD 394381. According to the lease balance statement, this amount has been fully paid by the Respondent.

More recently, in February 2024, an inspection revealed that there were holes in the walls and bent radiator vents and the exterior door was damaged. In June 2024, another inspection was carried out showing extensive damages to the drywall in the living room and bedroom of the rental premises. The Applicant provided photos dated June 6, 2024, as evidence of the damages to the drywall.

They testified that as the maintenance staff are busy with outdoor work, repairs have not yet been made, nor has an estimate of the costs been prepared. The purpose in providing the information on the damages is to demonstrate that the Respondent has again breached their obligations under section 42 of the Act.

At the hearing, the Respondent did not dispute the allegations made by the Applicant about the damages.

Based on the evidence and testimony, I find the Respondent has repeatedly breached their obligation under the Act, and will order them to comply with their obligation and not cause further damages. I recognize that the Applicant may return with an application for costs to repair the latest damages.

Disturbances

The Applicant provided evidence relating to complaints in October 2022, May, June, and July 2023, about disturbances, including partying, loud music, loud banging, hollering, fighting and building shaking. At the hearing, I asked if there had been any recent reports of disturbances. The Applicant testified that the Respondent was complying with the obligation and there had been no further complaints. They applauded the Respondent for their efforts. I find that no order shall issue relating to disturbances.

Termination of the tenancy agreement

The Applicant had sought termination of the tenancy and eviction, however, since the application was filed, the Respondent has complied with their obligations under the Act, they do not have any rental arrears, are not responsible for any further damages and there have not been any further complaints about disturbances. It is my opinion, supported by the Applicant at the hearing, that termination and eviction are not justified considering the steps the Respondent has taken to comply with their obligations under the Act.

Orders

An order will issue:

- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to repair damages and not cause any further damage (p. 42(3)(a) and p. 43(3)(b)).

Janice Laycock
Rental Officer