

IN THE MATTER between **HNT**, Applicant, and **CM and DR**, 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 **self government of Gameti in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CM AND DR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 19, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MZ, representing the Applicant
CM, representing the Respondents
DR, representing the Respondents

Date of Decision: September 26, 2024

REASONS FOR DECISION

An application to a rental officer made by GHA on behalf of HNT as the Applicant/Landlord against CM and DR as the Respondents/Tenants was filed by the Rental Office May 16, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was personally served on the Respondents on May 22, 2024.

The Applicant alleged the Respondents had incurred damages and outstanding rental arrears. An order was sought for outstanding arrears and damages.

A hearing was scheduled for September 19, 2024, in Yellowknife by three-way teleconference. MZ appeared representing the Applicant. CM and DR appeared representing the Respondents. Due to the severity of the application, the hearing was adjourned *Sine Die* to allow the Applicant to provide supporting documents to the claim.

Preliminary matters

Prior to the hearing commencing, the Rental Officer questioned service of the documents and notice of the hearing being rescheduled as Canada Post did not properly record the registered mail. The Respondents acknowledged they had received the application package and notice of the September 19th, 2024 hearing. When questioned if they had reviewed the application package, the Respondents acknowledged they did not really review the package but had time to do so. The hearing proceeded as they had initially reviewed the application package.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing March 23, 2018, to September 30, 2018 after which the tenancy continued as a month to month tenancy. The tenancy agreement was signed by all parties.

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 and at the time of the application the calculated monthly rent was \$845.00. The statement also indicated the last time the Respondents were in a zero or positive balance was June 1, 2023. The statement also included a claim for damages in the amount of \$4,072.84 with \$595 paid towards the damages leaving a claimed balance of \$3,477.84. Damages are not considered arrears. After deducting the damages claim, the Respondent's arrears balance is \$422.50.

An updated lease balance provided indicated the rent had increased from \$845.00 to \$1,545.00 as of July 1, 2024. The statement also showed the rents for July, August, and September unpaid and the Respondents vacated the rental premises on September 9, 2024, leaving an arrears balance of \$3,554.00 owing.

I am satisfied that the Respondents repeatedly failed to pay the full amount of the rent when due and find the Respondent's have accumulated rental arrears in the amount of \$3,554.00.

Tenant damages

The Applicant claimed costs for repairs of damages to the rental premises in the amount of \$3,900.00. Entered into evidence were invoices for the damages to the rental premises.

While the Respondents did not dispute the claim, I reviewed the evidence provided to determine if the costs for the work were reasonable.

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 following are the amounts claimed and my findings:

- **\$33.00 claimed and approved** - Work Order #TD392298, boarding up of smashed window. **Supported by Respondent acknowledgment.**
- **\$967.50 claimed** - Work Order #TD 393603, Charge for replacement of broken window. Applicant's calculation incorrect. Actual cost for replacement and repair \$1,012.93. Applicant to correct charge and submit updated charge. Difference of \$45.93 on separate line on balance statement **\$1,012.93 approved.**
- **\$2,323.37, claimed** - Work Order #TD394124, replacement of refrigerator as plug was pulled out of the back of the unit. Respondents testified the plug got caught on the leg, when being moved, the cord broke. The Rental Officer questioned the age of the unit to determine the depreciated value of the unit. The Applicant testified the Respondents had been in the unit since 2018 but was unable to determine the exact age. Follow-up information was requested and it was determined the inventory date. Useful life of a refrigerator is 15 years. As the Applicant is unable to determine the actual age and the refrigerator has been in use or 6 years or longer, it would be unfair to give the replacement value based on 9 years as the lifespan remaining for the unit may be less. However, as the Respondents acknowledged causing the damages, 50% of the possible remaining life (4.5 years) would be deemed to be acceptable along with the cost of shipping for a total of **\$1,174.42 approved.**

- **\$163.64, claimed and approved** - Work Order #TD410010, unit froze. Respondents left the unit without providing sufficient notice to the Landlord they would be away over 24 hours, as required by the tenancy agreement. **Supported by Respondent acknowledgment.**
- **\$585.33, claimed and approved** - Work Order #TD410077, Repairs for frozen pipes after earlier freeze-up. Cost for labour and fuel for heater. **Supported by Respondents acknowledgement.**

\$ 2,969.32	Total claim approved
\$ 1,008.00	Amount paid
\$ 1,961.32	Total claim remaining

I am satisfied the Respondents are responsible to pay the Applicant costs for repairs in the amount of \$1,961.32

Orders

An order will be issued:

- requiring the Respondent to pay the Applicant rental arrears in the amount of \$3,554.00 (p. 41(4)(a)); and
- requiring the Respondent to pay the Applicant the cost of repairs in the amount of \$1,961.32 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer