

IN THE MATTER between **HNT**, Applicant, and **BC**, 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 **charter community of Fort Good Hope in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

BC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 17, 2024
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AG, representing the Applicant
	MB, representing the Applicant
	JT, representing the Applicant
	BC, representing the Respondent
<u>Date of Decision:</u>	October 1, 2024

REASONS FOR DECISION

An application to a rental officer made by RKA on behalf of HNT as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office June 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Good Hope, Northwest Territories. The filed application was personally served on the Respondent on August 20, 2024.

The Applicant alleged the Respondent caused damages to the rental premises. An order was sought for damages, termination of the tenancy agreement, and eviction.

A hearing was held on September 17, 2024, by three-way teleconference. AG, MB, and JT appeared representing the Applicant. BC appear representing the Respondent. The hearing was adjourned *Sine Die* for the Applicant to provide supporting evidence requested by the Rental Officer.

Tenancy Agreement

Evidence was presented establishing a residential tenancy agreement for subsidized housing under the Homeownership Entry Level Program (HELP) commencing December 1, 2021. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Damages

The Applicant claimed costs for repairs in the amount of \$10,305.08. The Applicant testified the Respondent caused extensive damages to the rental premise from being frozen after utilities were cut off. Entered into evidence was for the costs of repairs. The Applicant also testified damages were caused were to water pump, toilet, hot water heater, plumbing system, windows, interior and exterior doors. The Applicant stated the Respondent had accumulated rental arrears and these were paid by Jordan's Principle. The Respondent had moved out of the rental premises and had not made any payments towards the damages. The Applicant's maintenance foreman testified work started on the rental premises but has been limited due to budget constraints. The foreman also testified the pricing is on the lower end, as it based on their inventory.

The Respondent acknowledged the damages to the rental premises and has put in an application to Jordan's Principle to assist the cost. The Respondent also testified they were reaching out to Housing NWT's the Homelessness Assistance Program and the Emergency Repair Program. The Respondent testified they are exploring option available on their end and that they are working now. The Respondent testified at the time they were residing in the rental premises, they were going through domestic violence, resulting in the damages. The Respondent left their employment, requested their former spouse to provide support for heating, but they had to eventually leave. They were hoping to get their home back as they were residing with family, they are now working again and unable to find any other locations to rent.

The Rental Officer questioned as to whether the Applicant had deemed the rental premises abandoned. The Applicant's representative testified the Respondent was not being charged rent, the unit was deemed to be abandoned and the lease was ended on May 31, 2024. The Rental Officer also questioned if a move-out inspection had been completed. The Applicant confirmed the inspection had not been done. The Rental Officer informed the Applicant's representative they still have a requirement to do the inspection under abandonment.

The Rental Officer also questioned if there was supporting evidence such as photos. The Applicant's foreman acknowledged there were photos and everything was on one invoice.

In the summations the Applicant stated the tenants are responsible to maintain their tenancy and to keep the unit in good condition as they do not have a budget for tenant damages, costs used are only estimates. The Respondent is responsible for damages caused by themselves or their guests. The Respondent testified when they lost heat, and were not aware of assistance for heating and believed they were going to be allowed back into the unit in August. They also provided support letters to HNT's District Office and want to address the damages.

During the hearing, the Rental Officer also advised the Applicant and the Respondent to carry out the move-out inspection as required under the *Act*.

Deliberations

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.

To better determine the actual costs and responsibilities for the damages, the Rental Officer requested the Applicant to provide copies of the following to the Rental Officer and the Respondent: support letters, a lease balance statement to the end of the tenancy, the security deposit information, check out inspection, photo evidence of the damages, and work order in relation to the estimate. The documents were to be provided to the Respondent and Rental Officer on September 20, 2024, if unable to do so, then to contact the Rental Officer and provide an update on when the documents could be provided.

The Applicant's representative later notified the Rental Officer, they were unable to complete the move-out inspection with the Respondent, and were having issues with the photo evidence requested, and they would be provided to the Rental Office on September 26, 2024.

No evidence provided to support the Applicant's claim was provided within the time line identified and no update as to when it would be provided was received, therefore the Applicant's claim for damages is **dismissed**.

Dated at the city of Yellowknife in the Northwest Territories this 1st day of October 2024.

Jerry Vanhantsaeme
Rental Officer