

IN THE MATTER between **NRR**, Applicant, and **CG**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

CG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 2, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: October 21st, 2024

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against CG as the Respondent/Tenant was filed by the Rental Office August 29, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on September 22, 2024.

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

A hearing was scheduled for October 2, 2024, in Yellowknife by three-way teleconference. SM appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' 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 fixed term tenancy agreement between the parties from January 1, 2022 to December 31, 2022. After which time, converted to a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Rental Arrears

The lease ledger 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. At the start of the tenancy, the rent charged was \$1,425, and at the time of the application to a rental officer, the rent charge had increased to \$1,540 per month.

The ledger also indicated tenant damages in the amount of \$6,063.94. Damages are not considered rental arrears.

The lease ledger indicates the Respondent carried an arrears balance since the start of the tenancy.

During the hearing, the Applicant's representative testified they had made multiple attempts and sent multiple reminders to the Respondent to address the arrears. Upon request, the Applicant provided copies of the notices from November 2023 through to September 2024.

I am satisfied the lease ledger accurately reflects the current status of the Respondent's rent account. I find the Respondent has repeatedly failed to pay rent in full when due and has accumulated rental arrears in the amount of \$4,022.51.

Damages

The Applicant claimed costs for repair of damages to the rental premises. Entered into evidence were maintenance requests, invoices, and work orders detailing the work done. The Rental Officer requested clarification on the costs for work and was provided supporting documentation to the claim.

The Rental Officer reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages and if the cost for the work was reasonable.

The following are the amounts claimed and my findings:

- **\$593.25 claimed and approved**, Maintenance Request #617280. Window replacement from rock being thrown by Respondent's friend. Request created on February 8, 2023. Charge added to lease ledger June 1, 2023. **Supported by evidence.**
- **\$309.94 claimed and approved**, Maintenance charge back for boarding or three broken windows on October 31, 2023. **Supported by evidence.**
- **\$3,176.25 claimed and approved**, Invoice #CG-2024-HL01, window replacement for three broken glass in living room. Glass replacement only. **Supported by evidence.**
- **\$1,984.50 claimed and approved**, Invoice #CG-2024-HL02, bedroom window broken. Complete frame and glass broken. **Supported by evidence.**

\$6,063.94	Amount claimed and Approved costs with GST
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I am satisfied the Applicant's claim for the cost of damages and repairs are accurate.

Termination of tenancy agreement and eviction

Based on the evidence and testimony of the Applicant's representative, the Respondent repeatedly failing to pay the rent in full and when due, the accumulated substantial rental arrears, and damages caused to the rental premises, I find the request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$4,022.51 (p. 41(4)(a));
- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$6,063.94 (p. 42(3)(e));
- Terminating the tenancy agreement on November 30, 2024 (p. 41(4)(c), p. 42(3)(f)); and
- evicting the Respondent from the rental premises on December 1, 2024 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer